

## MEMBERSHIP AGREEMENT AND ACCOUNT DISCLOSURES

**AGREEMENT.** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your membership and account(s) with us. Please read this carefully and retain it for future reference. **If you sign the signature card or open or continue to use the account, you agree to these rules.** You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. As used in this document the words "we," "our," and "us" mean MariSol Federal Credit Union and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**GOVERNING LAW.** This agreement is subject to applicable federal laws, the laws of the state of Arizona and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to: summarize some laws that apply to common transactions; establish rules to cover transactions or events which the law does not regulate; establish rules for certain transactions or events which the law regulates but permits variation by agreement; and give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

**OBTAINING CREDIT REPORTS.** You agree that we may verify credit and employment history by any necessary means, including using a credit report obtained from a credit reporting agency. You agree that we may pull a credit report to open an account or if you request a loan or credit limit increase. You understand and agree we have the authority at any time to check your credit report in relation to any update, increase, renewal, extension, or collection on your account(s) or loans(s).

**TEMPORARY ACCOUNT AGREEMENT.** If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**LIABILITY.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the charges on our Fee Schedule as we may amend from time to time. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you. We will not be liable for failure to follow your instructions in order to protect you from fraud, stop illegal activities, or are in conflict with customary banking practices, or we reasonably believe your instructions will expose us to civil or criminal liability.

**Notice of Claim:** Neither you nor we may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.

**DEPOSITS.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

**DIRECT DEPOSITS.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**WITHDRAWALS. Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and terms of the new account classification. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Available Funds.** See our Funds Availability Policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our Funds Availability Policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account's available balance does not obligate us to do so later. Thus, you **cannot** rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft line-of-credit or a transfer of

available funds from another account you have with us. You agree that we may charge fees for overdrafts and courtesy pay transactions. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft, courtesy pay, or NSF fees.

**Multiple signatures, electronic check conversion, and similar transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals).** We may impose early withdrawal penalties on a withdrawal from a share certificate even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See the early withdrawal penalties section in the Truth-in-Savings disclosure for additional information.

**STOP PAYMENTS.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

**TELEPHONE TRANSFERS.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**TELEPHONIC INSTRUCTIONS.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account.** Such an account is owned by one party.

**Multiple-Party Account.** Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

#### **RIGHTS AT DEATH.**

**Single-Party Account.** At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account with Right of Survivorship.** At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship.** At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account with Pay-on-Death Designation.** At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation.** At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS.** Dividends will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**FIDUCIARY ACCOUNTS.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**DEATH OR INCOMPETENCE.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence; and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**AGENCY DESIGNATION (Power of Attorney for Single-Party Accounts only).** A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency; and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent. We may require the agent to provide a certification or affidavit to us confirming the claimed authority and holding us harmless.

**RESOLVING ACCOUNT DISPUTES.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

## **STATEMENTS.**

### **Your duty to report unauthorized signatures, alterations and forgeries.**

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error, such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks.** For information on errors relating to electronic fund transfers (e.g., ACH, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**CLAIM OF LOSS.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**RIGHT TO REPAYMENT OF INDEBTEDNESS AND STATUTORY LIEN.** You agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. Except to the extent prohibited by law, you agree that we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account; or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or (c) the debtor's right of withdrawal arises only in a representative capacity; or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**PLEDGES.** Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**ACCOUNT TRANSFER.** This account may not be transferred or assigned without our prior written consent.

**RESTRICTIVE LEGENDS OR INDORSEMENTS.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**PAYMENT AND POSTING ORDER OF ITEMS.** The law permits us to pay items drawn on your account in any order (for purposes of this section "items" means checks, orders and electronic transactions). To assist you in handling your account with us, we are providing you with the following information regarding how we process those items. When processing checks and orders drawn on your account our policy is to pay them in numerical sequence. Lower numbered checks and orders are paid first. For electronic transactions, our policy is to pay them in the order that they are received. The order in which items are paid is important if your available balance is insufficient to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most important items might be paid but it may increase the overdraft or NSF fees if funds are not available to pay all of the items. This policy is designed to attain a reasonable balance between minimizing additional cost to you and paying your more important items. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Additional information on our overdraft and courtesy pay policies is disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient available funds and

incurring the resulting fees. For more information on how to prevent overdrafts on your account, see the section on "Overdrafts" below.

**CHECK PROCESSING.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all of our members.

**CHECK CASHING.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS.** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. It is important that you confine the indorsement information to the designated area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

**FACSIMILE SIGNATURES.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being misused or has been misused.

**WAIVER OF NOTICES.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS.** This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. Among other provisions, these rules provide that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**HEALTH SAVINGS ACCOUNTS (HSA).** For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns, for example, getting additional cash back on a HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you. In the event of a conflict, the terms of the HSA Agreement supersedes. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your

responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**SECURITY OF ACCOUNT INFORMATION.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM or debit card or your username and password for online access) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**RECORDING COMMUNICATIONS.** We may monitor or record phone calls or other communications for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

**CONSENT TO CONTACT.** By providing us with your telephone number or email address (either now or in the future), you agree that we may use such information to contact you. By providing your telephone number(s) to MariSol Federal Credit Union (including any wireless, mobile, or VOIP number), you expressly consent to receive telephone calls (including those using autodialer equipment) and text messages from us or any agents performing services on our behalf. Without limiting the foregoing, your consent to receive calls and text messages allows us and our agents to contact you: (i) in regards to your accounts or loans; (ii) to provide you with credit or debit card transaction alerts; (iii) to collect a debt or other obligation; or (iv) as otherwise necessary to service your account or loan.

**ADDRESS, CONTACT INFORMATION, OR NAME CHANGES.** You are responsible for notifying us of any change in your address, your contact information, or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. Generally, we will attempt to communicate with you only by use of the most recent address or contact information you have provided to us. If provided in our Fee Schedule, we may impose a service fee if we attempt to locate you.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient available funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. Our Fee Schedule may specify additional fees that we may charge for certain legal actions.

**NOTICES.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to you is notice to all of you.

**BYLAWS.** Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your membership and account(s). You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we

have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s).

**ENFORCEABILITY.** If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

**AMENDMENTS AND TERMINATION.** We may change any term of this agreement. Rules governing changes in dividend rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving sufficient funds in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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### **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it explains your rights and obligations for the transactions listed. Keep this notice for future reference. For purposes of these disclosures, our business days are Monday through Friday, excluding Federal Holidays.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a receipt. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check or draft 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 or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Audio Access Telephone Transfers - types of transfers.** You may access your account by telephone 24 hours a day, seven days a week, at (602) 257-1797 using your personal identification number and account numbers, to:

- transfer funds from checking to checking, savings, Money Market, or Christmas/Vacation Savings;
- transfer funds from savings to checking, savings, or Money Market;
- transfer funds from line of credit to checking, savings, Money Market, or Christmas/Vacation Savings;
- make payments from checking or savings to loan accounts with us; or
- get information about:
  - the account balance of checking accounts;
  - the account balance of savings accounts;
  - history of transactions on savings, checking, or loans.



**ATM Transfers - types of transfers and dollar limitations.** You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number, to:

- get cash withdrawals from checking or savings account(s) with a debit card;
  - you may withdraw no more than \$500.00 per 24 hours
- get cash withdrawals from savings account(s) with an ATM card;
  - you may withdraw no more than \$500.00 per 24 hours
- transfer funds from savings to checking account(s) with a debit card;
- transfer funds from checking to savings account(s) with a debit card; or
- get information about:
  - the account balance of your checking account(s) with a debit card;
  - the account balance of your savings accounts with an ATM card or debit card

Some of these services may not be available at all terminals.

**Types of Debit Card Point-of-Sale Transactions.** You may access your checking account(s) to purchase goods (in person, by phone, or online), pay for services (in person, by phone, or online), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations.** Using your card:

- You may not exceed \$1,500.00 in transactions per 24 hours.
- Your overall card limit (PIN and Signature based POS and ATM transactions) is \$3,000.00 in transactions per 24 hours.

**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Flex-Teller Computer Transfers - types of transfers.** You may access your account(s) by computer through the internet by logging onto our website at [www.marisolcu.org](http://www.marisolcu.org) and using your password and account numbers, to:

- transfer funds from checking to checking, savings, Money Market, or Christmas/Vacation Savings;
- transfer funds from savings to checking, savings, or Money Market;
- transfer funds from line of credit to checking, savings, Money Market, or Christmas/Vacation Savings;
- make payments from checking or savings to loan account(s) with us; or
- get information about:
  - the account balance of checking account(s);
  - the account balance of savings account(s);
  - history of transactions on savings, checking, or loans.

**Fees.** We do not charge for direct deposits to any type of account. We do not charge for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## **DOCUMENTATION**

**Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. Or, call us at (602) 252-6831 (or go online) to find out whether or not the deposit has been made.

**Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### **PREAUTHORIZED PAYMENTS**

**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. Here is how: Call us at (602) 252-6831 or write us at the address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see our Fee Schedule for the amount we will charge you for each stop payment order you give.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 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.

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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.

### **FINANCIAL INSTITUTION'S LIABILITY**

**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:

- (1) If, through no fault of ours, the available balance in your account is insufficient to make the transfer.
- (2) If you have an overdraft line of credit and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### **CONFIDENTIALITY**

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us your written permission; or
- (5) as explained in the separate Privacy Policy.

### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** Tell us AT ONCE if you believe your card, PIN, code, or password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card, PIN, code, or password, you can lose no more than \$50 if someone used your card, PIN, code, or password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, PIN, code, or password, and we can prove we could have stopped someone from using your card, PIN, code, or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in Event of Unauthorized Transfer.** If you believe your card, PIN, code, or password has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

**Additional Limits on Liability for Certain Debit Card Transactions.** You will not be liable for any unauthorized transactions using your Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft; and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

## **ERROR RESOLUTION NOTICE**

**In Case of Errors or Questions About Your Electronic Transfers.** Call us at 1-866-239-8310 or write us at MariSol Federal Credit Union, Attention Accounting Department, P.O. Box 20525, Phoenix, AZ 85036, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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

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

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

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## **FUNDS AVAILABILITY POLICY YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to all accounts. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **LONGER DELAYS MAY APPLY**

**Case-by-Case Holds.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 30 days your account is open.

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 first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

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

### **What is a Substitute Check?**

To make check processing faster, federal law called the Check 21 Act permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

### **What Are My Rights Regarding Substitute Checks?**

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than forty-five (45) calendar days after we received your claim.

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

### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the contact information provided in this agreement. You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: Check number, the name of the person to whom you wrote the check, and the amount of the check.

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## TRUTH-IN-SAVINGS DISCLOSURE

### COMMON FEATURES

The information in this paragraph describes common features for our accounts. The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal, or other electronic means. We reserve the right to require a member intending to make a withdrawal from any account (except a checking account) to give written notice of such intent not less than 7 days and up to 60 days before such withdrawal. Withdrawals from a share certificate prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See the early withdrawal penalty section for more information. **Please refer to our separate Fee Schedule for additional and specific information about our fees.**

### NATURE OF DIVIDENDS

For accounts earning dividends, other than share certificates, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

### DIVIDEND PERIODS.

Generally, the dividend period for dividend-bearing accounts will be monthly or quarterly.

For accounts with a monthly dividend period, the following example applies:

The beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and, for this example, is January 31.

For accounts with a quarterly dividend period, the following example applies:

The beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and, for this example, is March 31.

### SHARE INSURANCE

Member accounts at MariSol Federal Credit Union are federally insured by the National Credit Union Administration.

### REGULAR SAVINGS ACCOUNT

**Rate Information.** The dividend rate and annual percentage yield are variable and may change every quarter. We may change the dividend rate for your account as determined by the credit union Board of Directors. There are no limits on the amount the dividend rate may change.

**Compounding and crediting.** Dividends will be compounded quarterly and will be credited to your account every quarter. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Dividend period.** Quarterly.

**Minimum balance requirements.** The minimum required to open this account is the purchase of the par value of a share in the credit union. You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

**Par value of a share.** The par value of a share in this credit union is \$25.00.

**Daily balance computation method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** The maximum amount you may withdraw is \$2,000.00 per day. During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be charged an excessive withdrawal fee and will be subject to closure by the credit union.

**Fees and Charges.** An excessive withdrawal fee will apply (see separate Fee Schedule).

### CHRISTMAS/VACATION SAVINGS ACCOUNT

**Rate Information.** The dividend rate and annual percentage yield are variable and may change every quarter. We may change the dividend rate for your account as determined by the credit union Board of Directors. There are no limits on the amount the dividend rate may change.

**Compounding and crediting.** Dividends will be compounded quarterly and will be credited to your account every quarter. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Dividend period.** Quarterly.

**Minimum balance requirements.** No minimum balance requirements apply to this account.

**Daily balance computation method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Fees and charges.** An excessive withdrawal fee will be charged for each withdrawal in excess of one during a calendar year (see separate Fee Schedule).

## **MONEY MARKET SAVINGS ACCOUNT**

**Rate Information.** The dividend rate and annual percentage yield are variable and may change every month. We may change the dividend rate for your account as determined by the credit union Board of Directors. There are no limits on the amount the dividend rate may change.

**Compounding and crediting.** Dividends will be compounded monthly and will be credited to your account every month. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Dividend period.** Monthly.

**Minimum balance requirements.** The minimum balance required to open this account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your account to avoid a minimum balance fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee once during the monthly statement cycle (see separate Fee Schedule). You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be charged an excessive withdrawal fee and will be subject to closure by the credit union.

## **KIDS CLUB SAVINGS ACCOUNT**

**Rate Information.** The dividend rate and annual percentage yield are variable and may change every quarter. We may change the dividend rate for your account as determined by the credit union Board of Directors. There are no limits on the amount the dividend rate may change.

**Compounding and crediting.** Dividends will be compounded quarterly and will be credited to your account every quarter. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Dividend period.** Quarterly.

**Minimum balance requirements.** The minimum balance required to open this account is \$25.00. You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

**Par value of a share.** The par value of a share in this credit union is \$25.00.

**Daily balance computation method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be charged an excessive withdrawal fee and will be subject to closure by the credit union.

## **TRADITIONAL OR ROTH IRA SAVINGS ACCOUNT AND HEALTH SAVINGS ACCOUNT**

**Rate Information.** The dividend rate and annual percentage yield are variable and may change every quarter. We may change the dividend rate for your account as determined by the credit union Board of Directors. There are no limits on the amount the dividend rate may change.

**Compounding and crediting.** Dividends will be compounded quarterly and will be credited to your account every quarter. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Dividend period.** Quarterly.

**Minimum balance requirements.** The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges.** A yearly service fee will be charged each year (see separate Fee Schedule).

## **QUICK SAVINGS ACCOUNT**

**Rate Information.** No dividends are paid or accrued on this account.

**Minimum balance requirements.** No minimum balance requirements apply to this account.

**Transaction limitations.** No withdrawals are permitted on this account until/unless Quick Loan is paid in full. No other transaction limitations apply to this account unless otherwise stated in the Common Features section.

## **SHARE CERTIFICATE /IRA SHARE CERTIFICATE**

**Rate Information.** The dividend rate on your term share account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

**Time requirements.** Your account will mature \_\_\_\_\_.

**Compounding frequency.** Unless otherwise paid, dividends will be compounded every month.

**Crediting frequency.** Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

**Dividend period.** For this account type, the dividend period is monthly.

**Effect of closing an account.** If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements.** The minimum balance required to open this account is \$500.00.

**Daily balance computation method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may not make withdrawals of principal from your account before maturity. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends only on the crediting dates.

**Early withdrawal penalties.** A penalty may be imposed for withdrawals before maturity. The penalty will vary based on the original maturity of the term share account.

- If your account has an original maturity of six months or less, the penalty we may impose will equal 90 days' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than six months, the penalty we may impose will equal 180 days' dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

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

**Automatically renewable account.** This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity or we receive written notice from you within the grace period. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. If you prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

## **START AGAIN CHECKING ACCOUNT**

**Minimum balance requirements.** No minimum balance requirements apply to this account.

**Transaction limitations.** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges.** A monthly fee will be charged each calendar month (see separate Fee Schedule).

## **ADVANTAGE CHECKING ACCOUNT**

**Minimum balance requirements.** No minimum balance requirements apply to this account.

**Transaction limitations.** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

## **CASH REWARDS CHECKING ACCOUNT**

**Account Overview.** is a free, rewards checking account with no minimum balance that rewards account holders with cash back on their debit card purchases when they meet minimum qualifications during the account's Monthly Qualification Cycle.

### **Purpose & Use Expectations.**

The Cash Rewards Checking account is intended to be the account holder's primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and, thus, will be deemed inappropriate transactions and will not count toward earning the account's rewards.

MariSol FCU reserves the right to determine, in its sole discretion, if the account is being maintained for a purpose other than day-to-day, primary use. Account holders who persist in making debit card and transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over six (6) consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. **If the account is closed, you will forfeit any rewards that have not been credited to your account.**

Upon closing, any remaining balance will be transferred to another account or a MariSol FCU check for the remaining balance, if applicable, will be mailed to account holder at the address indicated on our current records. Upon termination of your Cash Rewards Checking account, any optional add-on products or services associated with this account will also be terminated at the same time.

### **Qualifications**

To earn your rewards just do the following transactions and activities in your Cash Rewards Checking account during each Qualification Cycle:

- Have at least twenty (25) point-of-sale (POS) debit card purchases post and settle;
- At least one direct deposit (ACH or automatic credit transaction) must post and settle to your checking account per monthly qualification cycle. That deposit must equal \$700.00 or more. Multiple ACH or automatic credit deposits will not be summed to reach the \$700.00 minimum. No refund transactions in any amount posted to your account will be considered direct deposit; and
- Be enrolled in and log into Online or Mobile Banking at least once.

Transactions and activities must post and settle to the account during each Qualification Cycle as defined below. Rewards may take one (1) or more Business Days from the date the transaction or activity occurred to post and settle to the account. For clarity, in order to count as a qualifying transaction for the purpose of earning the account's rewards debit card purchases can be processed as signature or PIN and must post and settle during the qualification period.

The following activities do not count toward earning Account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.



"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, June 19, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

Qualification Cycle is defined as calendar month, from the 1<sup>st</sup> to the last day of the month.

## Rewards

When Cash Rewards Checking qualifications are met during a Qualification Cycle, you will receive: \$5.00 per month.

**When Cash Rewards Checking qualifications are not met, you will not receive cash back on debit card purchases.**

Cash back payments will be credited to the account on the last day of the current month.

Rates and rewards are variable and at our discretion may change after the account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

## Additional Information

No minimum deposit is required to open the account. Monthly enrollment in online banking and receipt of electronic statements are conditions of this account. This account is not to be used for commercial purposes. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. See accompanying Fee Schedule for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, electronic statements) is required to meet some of this account's qualifications. Contact a MariSol FCU service representative for additional information, details and enrollment instructions. Federally insured by NCUA.

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## CHECKING ACCOUNT POLICIES

**Qualifications.** A Chex Systems report will be obtained on all checking account applicants. A member shall be permitted to participate open and maintain a checking account if a satisfactory Chex Systems report is obtained. An application may be denied based on information received through a Chex Systems report.

**Establishment of the checking account.** The owner of the checking account must be a member of this credit union with a regular savings account having a minimum balance of \$25.00. The individual designated as a joint owner on the savings account will also be a joint owner on the checking account. If there is an overdraft line-of-credit, the designated joint owner of the checking account must be signed on the loan.

**Checks.** An initial order will be placed for checks in whatever quantity desired for each member. The cost of the checks will be borne by the member. The member will initiate reorders. A maximum of two (2) weeks should be allowed for check orders to reach you. It is recommended that the members purchase all checks from the designated-supplier. There have been problems with members purchasing inexpensive checks from other suppliers, as these are not always compatible with our clearing and processing systems. The use of any other supplier is at the member's own risk. Rejected checks can result in account being closed.

**Statements.** You will be provided monthly statements on all checking accounts. You are required to notify the credit union in writing of any errors or change of address. A fee may apply for returned statements. Refer to the Fee Schedule.

**Paid checks.** Paid checks are not returned to the member; however a copy of every paid check is available on Flex Teller (Online Banking). You may also make a written request for a check copy subject to a fee disclosed on the Fee Schedule.

**Signatures and control of checks.** The signatures on accepted checks are not checked for validity. The member shall be responsible to exercise control over the supply of checks. Lost or missing checks should be reported to the credit union and if necessary a stop placed on those checks issued. There may be a charge for stop payment of lost checks as disclosed on the Fee Schedule.

**Stop payment orders.** All stop payment requests to the credit union must be in writing and signed by the member or the joint owner and are subject to the service charges. See Fee Schedule.

**Savings on deposit.** Savings on deposit in a checking account cannot be pledged as security for a loan.

**Cashing of checks.** Your credit union will cash checks; however, not in an amount that exceeds our current maximum limitations on cash withdrawals, which is \$2,000.00.

**Disputes.** There will be no research provided on Debit transactions under \$20.00.

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## OVERDRAFT AND COURTESY PAY POLICIES

**Overdrafts.** In those cases where there are insufficient available funds in the checking account to cover one or more transactions that the member has initiated, the following will occur:

- For those members who have an established overdraft line-of-credit, a loan disbursement will be initiated for a minimum of \$25.00 and in \$25.00 increments as your line of credit availability exists up to your approved maximum which cannot be exceeded. *Note:* The line-of-credit loan disbursement will not be made unless the payments on the line-of-credit are current.
- If there are available funds, funds will be transferred from your savings account in the amount to cover the overdraft(s) plus a fee per transfer, as disclosed in the Fee Schedule. Transfers from regular savings are limited to six (6) per month.
- If no funds are available from either the savings account or the line-of-credit, the unpaid checks will have to be returned to the payee and the member will be subject to a fee as disclosed on the Fee Schedule. This fee will be deducted from the checking account. All debit transactions will be paid prior to checks.
- For those members who have Courtesy Pay, refer to the Courtesy Pay section below.

The member will be notified by regular mail or E-Notice in the event of any of the above overdraft situations. Information will be provided showing the disposition of the overdraft. The credit union may close your account for an excessive amount of either NSF transactions or negative balances as a result of usage of a check, ACH, debit card or ATM transaction. The account may be closed if it is overdrawn in excess of two weeks.

**Non-Sufficient Fund Transactions (NSFs).** A non-sufficient fund transactions (NSF) is a transaction that is not completed (or is ultimately returned) because the account had insufficient available funds.

**Start Again Checking.** If the member exceeds more than five (5) NSFs in three (3) consecutive months on a Start Again Checking Account the account will be closed. If there are no NSFs for 24 months with the Start Again Checking account, you will be converted to our Cash Rewards Checking account.

**Other Checking Accounts.** The credit union has the right to close the account for excessive NSFs. The credit union may close any checking account for an excessive amount of either NSF checks or negative balances as a result of usage of a check, ACH, debit card or ATM transaction.

**Courtesy Pay.** An insufficient available balance could result in several ways, including, but not limited to:

- the payment of checks, electronic funds transfer, or other withdrawal request;
- payments authorized by you;
- the return of unpaid items deposited by you;
- the imposition of credit union fees or charges; or
- the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet available or finally paid.

We are not obligated to pay any item presented for payment if your checking account does not contain sufficient available funds. However, if you maintain your checking account in good standing, (defined as making regular deposits and bringing your checking account to a positive balance, including payment of all credit union fees charged to your checking account, at least once every 30 days) and there are not legal orders outstanding, we may approve your reasonable overdrafts as a non-contractual courtesy. **You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out.** We will not approve an overdraft for you in excess of your limit plus our overdraft charge. We may refuse to pay an overdraft for you at any time, although we may have previously paid overdrafts for you. You will be notified by mail or by E-Notice 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 overdraft plus our Courtesy Pay Fee and any daily overdraft fee(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on a checking 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 overdraft, plus our Courtesy Pay Fee. For a list of our current fees, please refer to our separate Fee Schedule.

**Your Responsibility and Your Options.** Courtesy Pay should not be viewed as an encouragement to overdraw your checking account. As always, we encourage you to manage your finances responsibly. In the event you would like to have this service removed from your checking account, you can do so by simply notifying us. You may also inquire about alternative options such as an overdraft line-of-credit or possible transfers from your savings account. You should note that your Courtesy Pay limit will not be included in your balance provided by a teller, on your ATM statement or through our Audio Response System.

**Limitations.** Courtesy Pay is available to individually owned checking account in good standing for personal or household use. We reserve the right to limit participation to one checking account per household and to discontinue this service at any time.

**Understanding Your Account Balance for Overdrafts and NSF Fees.** Your checking account has two kinds of balances: the “actual” balance and the “available” balance. You can review both balances when you review your account online, at an ATM, by phone or at a branch. **We use your available balance when determining whether a transaction will cause your account to overdraft and for charging Overdraft, Courtesy Pay and NSF Fees.** The information below explains how your checking account balance works, including the differences between your actual balance and your available balance.

**Your Actual Balance.** Your actual balance is the amount of money that is actually in your account at any given time. Your actual balance reflects transactions that have “posted” to your account but it does not include transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges, or deposits made on your account that have not yet posted and, therefore, will not appear in your actual balance.

**Example of Actual Balance.** If you have a \$100.00 actual balance and you wrote a check for \$60.00, then your actual balance will show \$100.00 because the actual balance does not include the pending check transaction which has not yet posted. While your actual balance is \$100.00, you have already spent \$60.00.

**Your Available Balance.** Your available balance is the amount of money in your account that is available to you without overdrawing your account. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that we have authorized but that have not yet posted to your account.

**Example of Available Balance.** If your actual balance and available balance are both \$100 and you swipe your debit card at a restaurant for \$35, the merchant could ask us to preauthorize the payment. We would place an “authorization hold” on your account for \$35. Your actual balance is still \$100 because the debit card transaction has not yet posted to your account; however, your available balance would be \$65 because you have already authorized the \$35 payment to the restaurant. When the restaurant submits the transaction for payment (which could be a few days later and could be for a different amount if you have added a tip), we will post the transaction to your account and your actual balance will be reduced.

**Example of Overdraft Fee for Insufficient Available Balance.** If your actual balance and available balance are both \$100 and you swipe your debit card at a restaurant for \$35, an authorization hold is placed on your account and your available balance will be reduced to \$65. Your actual balance is still \$100 because the transaction has not yet posted to your account. If a check that you had previously written for \$75 clears through your account before the restaurant charge is sent to us for processing – you will incur an overdraft or courtesy pay fee. This is because your available balance was \$65 when the \$75 check was paid. In this case, we may pay the \$75 check under either the overdraft option (transfer from savings or overdraft line of credit, if funds are available) or the courtesy pay option. The Overdraft or Courtesy Pay fee will also be deducted from your account, further reducing your balance.

**Debit Card Authorization Holds.** We will place a hold on your account for certain debit card transactions. This debit card authorization hold removes the authorized amount from your available balance and remains in place until the transaction settles or the payment network rules require its removal. You can reduce the impact of debit card authorization holds by selecting “Debit” and entering your PIN, where offered. Or, if you are unable to conduct a PIN transaction, you can use an alternative payment source (such as a credit card) to conduct the transaction and avoid the authorization hold.

For more information on the order of transactions and how transactions are posted in your account, see the section above, **“PAYMENT AND POSTING ORDER OF ITEMS.”**

It is 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. This is because the available balance may not reflect all the outstanding checks or automatic bill payments you have authorized, or any other outstanding transactions that have been authorized or paid from your account.

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

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## BUSINESS ACCOUNTS

### BUSINESS SAVINGS ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

**Rate Information.** The dividend rate and annual percentage yield are variable and may change every quarter. We may change the dividend rate for your account as determined by the credit union Board of Directors. There are no limits on the amount the dividend rate may change.

**Compounding and crediting.** Dividends will be compounded quarterly and will be credited to your account every quarter. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Dividend period.** Quarterly.

**Minimum balance requirements.** The minimum required to open this account is the purchase of a share in the credit union. You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

**Par value of a share.** The par value of a share in this credit union is \$25.00.

**Daily balance computation method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** The maximum amount you may withdraw is \$2,000.00 per day. During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be charged an excessive withdrawal fee and will be subject to closure by the credit union.

**Fees and Charges.** An excessive withdrawal fee will apply (see separate Fee Schedule).

### BUSINESS CHECKING ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

**Minimum balance requirements.** No minimum balance requirements apply to this account.

**Transaction limitations.** The maximum cash withdrawal we allow is \$5,000.00 per day.

**Fees and charges.** A monthly fee of \$10.00 will be charged each month. A transaction fee of \$0.20 will be charged for each item in excess of 50 during a month. We will charge a fee for currency deposit or withdrawal of 3% of the amount greater than \$5,000.00. We will charge a fee for coin deposit or withdrawal of 3% of the total deposit or withdrawal. These fees and charges are subject to change. Please review our Fee Schedule for the current fees.

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## YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are provided in these disclosures. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

**REGULAR SAVINGS ACCOUNT**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**BUSINESS SAVINGS ACCOUNT**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**CHRISTMAS/VACATION SAVINGS ACCOUNT**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**MONEY MARKET SAVINGS ACCOUNT**

**Tier 1.** As of the last dividend declaration date, if your daily balance was \$50,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2.** As of the last dividend declaration date, if your daily balance was more than \$24,999.99, but less than \$50,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3.** As of the last dividend declaration date, if your daily balance was more than \$2,499.99, but less than \$25,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 4.** As of the last dividend declaration date, if your daily balance was greater than \$999.99, but less than \$2,500.00, the dividend rate paid on the entire balance was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**KIDS CLUB SAVINGS ACCOUNT**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**TRADITIONAL OR ROTH IRA SAVINGS ACCOUNT**

**Tier 1.** As of the last dividend declaration date, if your daily balance was \$10,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2.** As of the last dividend declaration date, if your daily balance was more than \$4.99, but less than \$10,000.00, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**HEALTH SAVINGS ACCOUNT**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**QUICK SAVINGS ACCOUNT**

**SHARE CERTIFICATE/IRA SHARE CERTIFICATE**

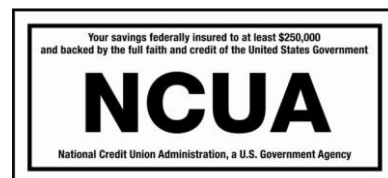
**START AGAIN CHECKING ACCOUNT**

**ADVANTAGE CHECKING ACCOUNT**

**CASH REWARDS CHECKING ACCOUNT**



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