

**ARLINGTON COMMUNITY FEDERAL CREDIT UNION  
BUSINESS  
MEMBERSHIP AGREEMENT**

INTRODUCTION  
ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS  
ACCOUNT AGREEMENT FOR BUSINESS CERTIFICATE ACCOUNTS  
UNIFORM COMMERCIAL CODE  
FUNDS AVAILABILITY POLICY FOR BUSINESS ACCOUNTS  
ELECTRONIC FUNDS AGREEMENT  
ONLINE BILL PAY SERVICES AGREEMENT  
COMMERCIAL WIRE TRANSFER AGREEMENT

**Notice to Members:** The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.

**BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).**

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PAGE 9 OF THE ACCOUNT AGREEMENT SECTION FOR COMPLETE DETAILS.

## ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

The terms and conditions of this Account Agreement for Business Accounts ("Agreement") apply to all Arlington Community Federal Credit Union business accounts. You have agreed by signing the Membership Account Card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative; the terms "we", "our," and "Credit Union" refer to Arlington Community Federal Credit Union. The term "Account(s)" refers to your Arlington Community Federal Credit Union business deposit account(s).

The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you.

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

### DEPOSITS TO YOUR ACCOUNT

You may make deposits in any amount to your Account during normal business hours at any Credit Union branch or by mail. Please use the preprinted deposit slips provided to you. If the service is available, you may also make deposits by automatic transfers from other accounts, by telephone transfer, or at an automated teller machine ("ATM") that accepts Credit Union deposits.

The law allows and you specifically agree that we may supply any missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

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

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of "final payment" from the party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned "insufficient funds" or "account closed"; or if an item is returned after final payment, we will charge your Account for the amount of the item, for any dividends carried on the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a fee or other charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service charge for the overdraft.

We receive final payment for deposited items at different times depending on the location of the parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy, which is incorporated herein by reference and which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service charge for the collection. If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

If we credit your Account for an automated clearinghouse credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we rely on the account numbers given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account numbers provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another member's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time.

**We automatically redeposit returned items under \$100.00.**

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Credit Union provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our express written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. Further, the Credit Union may charge you a fee as set forth in the Schedule for each requested item and /or for research as applicable.

**WITHDRAWALS FROM YOUR ACCOUNT**

Money may be withdrawn from your Account in different ways, as permitted for each type of Account. We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will honor those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service charge, and we may also assess your Account a charge, which will be separately disclosed to you, each day on the amount of the overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions.

We strongly suggest that you date checks with a current date. **WE WILL NOT BE LIABLE TO YOU FOR PAYING CHECKS WHICH ARE POST-DATED, STALE DATED (OLDER THAN SIX MONTHS) OR DO NOT BEAR A DATE.** If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the Stop Payment section of this Agreement).

You may stop payment on a preauthorized electronic funds transfer in accordance with the procedures described in our Electronic Funds Transfer Disclosure, which is incorporated herein by reference and which may be amended from time to time.

You agree to use only check forms supplied or approved by us, and we will have no duty or liability whatsoever where you choose to use other items. Our duty is to use ordinary care in examining checks when they are presented to us for payment. **UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS.** We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account, or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

**CHECK PRESENTMENT**

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

**FACSIMILE SIGNATURES**

If you choose to use facsimile signatures, you agree that

1. It is impossible for us to determine whether or not a facsimile signature is genuine;
2. We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit.
3. You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

## TRANSACTION LIMITATIONS

In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

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

You may make unlimited withdrawals or transfers by mail, ATM (if available) or in person from Money Market Accounts. You may not, however, make more than a total of six transfers to other accounts or to third parties during each monthly statement period when these are made by pre-authorized or automatic agreement or telephone transfer.

We reserve the right to prevent transfers which exceed the above limits or to monitor these transactions after they occur. When we observe that the number of transactions exceeds the above limits, we will contact you for corrective action. If excessive transactions continue to occur, we reserve the right to close your Account or convert it to an Account without transfer limitations.

**Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise specifically provided in our Agreements, all Transactions after our "daily cut-off time" and made on days that are not our business days as set forth in the Schedule will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

## STOP PAYMENTS

You may request a stop payment order on any check or other written instrument drawn on your account that has not been paid or certified. You may call us to request a stop payment, but to be binding, we may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

A verbal stop payment order is valid for only 14 days, unless we receive a written confirmation thereof. A written stop payment order on a check that is not converted to an ACH transaction is valid for only six months unless it is renewed by you. For all other transactions, stop payment orders do not expire. Please see your EFT Disclosures/Agreement for ways to contact us in order to make a stop payment order.

Fees for stop payment orders will be imposed and are set forth on the Business Rates and Fees Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting institution, returning institution, Reserve Bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may: (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your Account, a paper copy or paper representation of an

original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Credit Union in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

#### **LIMITATION ON HIGH SPEED CASH LETTERS**

When depositing a paper check cash letter for high speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items or mutilated items. To deposit these non-eligible items, you must prepare a separate cash letter and indicate in the cash letter in the manner specified by us to you from time to time that the cash letter consists of items not eligible for imaging. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit of a cash letter in violation of the limitations set forth in this paragraph.

#### **DIVIDENDS**

Dividends are subject to the approval of the Credit Union's Board of Directors and are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The following provisions apply to dividend-bearing business accounts: Not all business accounts pay dividends. You should refer to your Business Rate and Fee Schedule, which is incorporated herein by reference, to assess current dividends (if any), costs, fees and other charges.

Dividends will be calculated on your dividend bearing Account and credited directly to your Account as set forth below.

**Payment and Balance Computation.** Your dividend rate and annual percentage yield may change. At our discretion, we may change the dividend rate and Annual Percentage Yield on your Account any time without notice to you. We may also change the manner in which dividends are calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any other manner required or permitted by law. If you desire current dividend rate and annual percentage yield information, please ask in any branch office or telephone your Credit Union representative.

We reserve the right to calculate dividends for those dividend bearing Accounts which are used for business or other non-personal purposes, in a manner different from those dividend-bearing Accounts which are used for personal, household or family purposes. We must report dividends on certain non-corporate Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the dividends earned on your Account, as required by law. You may also be subject to government penalties.

**Dividend Payment and Balance Computation.** At our discretion, we may change the dividend rate(s) and Annual Percentage Yield(s) on your account at any time without notice to you.

Unless stated otherwise, the term "month" when used in this Agreement or any Schedule or other Addendum means monthly statement cycle.

#### **FEATURES OF CERTAIN ACCOUNTS**

Checking accounts each consist of two sub-accounts - a checking sub-account and a non-dividend bearing money market sub-account. Interest Checking accounts consist of a checking sub-account and a money market sub-account, which each earn dividends at the Interest Checking rate. Each statement period, we allocate funds between these two sub-accounts and make transfers each day from the available funds in the money market sub-account to the checking sub-account as needed to pay withdrawals. We reserve the right to require at least seven days written notice prior to the withdrawal or transfer of any funds from a money market sub-account. On the sixth transfer in a statement period, the entire balance in the money market sub-account is transferred to the checking sub-account for the remainder of that statement period.

#### **STATEMENTS**

We will make available or send a monthly statement to the last address that you have specified for your Account. This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. IF YOU FAIL TO NOTIFY US, WITHIN 14 DAYS OF RECEIPT OR AVAILABILITY OF THE STATEMENT OR OTHER WRITTEN OR ELECTRONIC REPORT OF YOUR ACCOUNT TRANSACTIONS, OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, SUCH AS AN UNAUTHORIZED TRANSACTION OR THE FORGERY OR ALTERATION OF ANY ITEM CHARGED TO YOUR ACCOUNT, YOU MAY LOSE CERTAIN LEGAL RIGHTS. IN NO EVENT WILL WE BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON YOUR ACCOUNT THAT IS NOT BROUGHT TO OUR ATTENTION WITHIN 90 DAYS OF THE DATE ON WHICH YOUR

STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO YOU.

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

Please notify us in writing of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

#### **INACTIVE ACCOUNTS**

If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Business Rates and Fees Schedule, we may classify your account as inactive, abandoned or dormant. Unless prohibited by applicable law, we may charge a service fee for processing your inactive account. You authorize us to transfer funds from another account of yours to cover any service fees. To the extent allowed by law, we reserve the right to transfer the account funds to a general Credit Union account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law.

Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

#### **ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT**

Without any obligation or liability, we may place a hold on your Account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.

#### **MONEY OWED**

Except to the extent otherwise agreed with you in writing, any loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the Account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the Account and in any other account(s) in your name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights even though we may enter the set off on our books at a later date.

Our security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

#### **CHANGE IN ACCOUNT INFORMATION**

You should notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You should also notify us in writing of any change in your address.

#### **TRANSFER OF OWNERSHIP**

YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

#### **DEATH OF SOLE PROPRIETOR**

Following the death of a sole proprietor of an unincorporated business, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

#### **CHARGES TO YOUR ACCOUNT**

Your Account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain Account services, and late payment charges as set out in the Business Rate and Fee Schedule, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your Account are attached, garnished, or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your Credit Union representative to learn the

amount of the fee.

We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your Account by posting in our branch offices, by making the information available to you in electronic form or otherwise as required or permitted by law.

### **CLOSING YOUR ACCOUNT**

You or the Credit Union may close your Account at any time for any reason and without prior notice. If we close the Account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the Account is closed.

### **TERMINATION OF ACCOUNTS AND SERVICES**

We may terminate your account or place a freeze on the funds at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery, fraud, or unauthorized use reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we believe that you have been negligent in protecting your access devices or access codes; (8) you have breached any promise under this Agreement; (9) you do not fulfill the terms of any of the accounts, such as deposits being made to club accounts, etc.; or (10) we reasonably deem it necessary to prevent a loss to us or to be in the best interests of the Credit Union or our members or employees. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us.

### **TERMINATION OF MEMBERSHIP AND EXPULSION**

You may terminate your membership by giving the Credit Union notice and otherwise following our policies and procedures. You may be denied services or expelled for any reason allowed by applicable law and as outlined in the Credit Union Bylaws, including having your membership account or primary share account balance fall below the required par value for membership, or causing a loss to the Credit Union, or for cause. Cause is outlined in detail in the Credit Union Bylaws and includes, but is not limited to, dangerous or abusive behavior. Termination of your membership does not relieve you of your obligations to pay any fees or obligations that you owe the Credit Union, and you are still responsible for any outstanding items that have not yet been processed or paid. Once membership has been terminated, no further transactions or services will be allowed.

### **INFORMATION**

You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your account.

### **DISCLOSURE STATEMENTS**

In connection with your Account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.

### **OUR STANDARD OF CARE**

Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

### **OTHER SERVICES**

If you use other Credit Union services in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

### **AMENDMENTS AND CHANGES**

Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including the method for determining dividends; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union's best interests; and (3) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient.

### **AMENDMENT, WAIVER**

We reserve the right to amend this Agreement from time to time, including the right to convert your Account from one product to another. Where practicable, we will post notice of any amendment in our branch offices, or we will mail notice of an amendment to the last address which you have specified for your Account, or notify you otherwise as required or permitted by law. Any waiver by us of any term or

condition stated in this Agreement must be in writing and signed by a Credit Union officer and shall not be considered a waiver of any other or future obligation or right.

#### **SEVERABILITY**

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

#### **WAIVER OF JURY TRIAL**

YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT, ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS, OR ANY OTHER AGREEMENTS, TRANSACTIONS OR RELATIONSHIPS YOU MAY HAVE WITH US NOW OR IN THE FUTURE. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

#### **GOVERNING LAW**

This Agreement is governed by the laws and regulations of the state in which the Credit Union office where you opened your account is located. If your account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have an office located in your state of residence, and your account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the Commonwealth of Virginia. This Agreement is also at all times governed by the laws and regulations of the United States of America.

#### **COSTS, EXPENSES AND ATTORNEYS' FEES**

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

#### **INDEMNITY**

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).

## MANDATORY ARBITRATION OF DISPUTES AND CLAIMS

This Arbitration Provision will survive the termination of your Membership and Account Agreement. See further details below.

### **JURY and CLASS ACTION WAIVER**

**AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.**

**NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.**

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Membership Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce.** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

**WITH THE EXCEPTION EXPLAINED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.** Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where the Credit Union maintains a branch that is the closest Credit Union branch to your primary place of business. Each party must bear all of their own expenses, including the party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

## ACCOUNT AGREEMENT FOR CERTIFICATES

---

**Rate Information.** Please refer to your Business Rate and Fee Schedule for current rate(s) and annual percentage yields. Dividends are paid the current rate at the time your account was opened. Unless specifically otherwise provided in writing, this rate is in effect until your Certificates matures.

**Variable Rate.** Designated Certificates are paid varying dividend rates and Annual Percentage Yields subject to change during the term. Please refer to your Business Rate and Fee Schedule for more details.

### COMPOUNDING AND CREDITING OF DIVIDENDS

Certificate and Term Share accounts have stated Maturity Dates, and funds in those accounts are subject to penalty if withdrawn prior to the Maturity Date. Exact terms of the particular account such as Maturity Date; Annual Percentage Yield; early withdrawal penalty fees; whether the account automatically renews; and other information will be provided at the time you open the account. If you maintain sufficient funds in the account for the full term in accordance with your Agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends or interest on account earnings in accordance with this Agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the account but may be deducted from the principal, particularly if a sufficient amount of interest to pay the penalty has not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal.

Unless otherwise stated when you open the account, an automatically renewing account shall renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The interest or dividend rate applicable to the renewal term shall be that rate that is applicable to new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written instructions to the contrary or withdrawing funds on or within 10 days after the maturity date. If funds are withdrawn within 10 days after the maturity date, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any interest or dividends added to it for compounding will stop earning interest or dividends on the effective date of the call.

If the account is not automatically renewing, no interest or dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

### MINIMUM BALANCE REQUIREMENTS

Minimum balance requirements may apply to certain accounts. You must maintain these minimum balances in your account each day to obtain the annual percentage yield applicable to your account. Please see your Business Rate and Fee Schedule for more details.

### TRANSACTION LIMITATIONS

There may be transaction limitations on certain accounts. Please see your Business Rate and Fee Schedule for more details.

### EARLY WITHDRAWAL PENALTIES

The terms of your Certificates may obligate you to leave your funds on deposit with the Credit Union until the maturity date of your Certificates and/or renewed Certificates. Any withdrawal which the Credit Union permits prior to the maturity date of any other Certificates, will be subject to financial penalty (except in the case of death or legal incapacity of any owner of the Certificates).

Where necessary to comply with the above, any funds necessary to complete the penalty shall be deducted from the principal remaining in the account. Please see your Business Rate and Fee Schedule for more details.

### RENEWAL POLICY

Please see your Business Rate and Fee Schedule for the renewal policies regarding your certificates.

# UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

---

- 1. Summary and Definitions.** This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures in this Booklet, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.
- 2. Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.
- 3. Person(s) Authorized to Make Transfers.** You agree that you, any joint owner of an account, or any person authorized by a written instrument by you or any joint owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.
- 4. Security Procedure(s).** We may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.
- 5. Time Limitations for Acceptance of Orders.** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the Schedule, as amended from time to time. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.
- 6. Cancellation or Amendment of Transfer Request(s).** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.
- 7. Member Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.
- 8. Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours.

You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.
- 9. Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.
- 10. Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided in this Agreement or applicable law, the Credit Union shall not be liable in any case for any special, indirect, exemplary, consequential or punitive damages

(including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made.

**11. Provisional Payment.** We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

**12. Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the laws and as provided in the operating rules of the National Automated Clearing House Association.

**13. FEES.** There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Rates & Fees Schedule that was provided to you. ATM Fees: Additionally, 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. The amount of this fee will be disclosed to you by the owner of the ATM.

# FUNDS AVAILABILITY POLICY

---

## Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

## Longer Delays May Apply

However, in some cases, the availability of funds may be delayed under the following circumstances.

**Case-by-Case Holds:** Depending on the type of check that you deposit, funds may not be available until the 2<sup>nd</sup> business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the 1<sup>st</sup> business day after the date of deposit.

If we are not going to make all of the funds from your deposit available on the 1<sup>st</sup> 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 up to the 7<sup>th</sup> business day after the day of your deposit under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 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.

## Holds on Other Funds

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

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## Deposits at Automated Teller Machines

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the 5<sup>th</sup> business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

Funds from deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will follow the same availability schedule as making a deposit in person to one of our employees, except that same day availability may not apply to the items noted. These deposits may be available the 1<sup>st</sup> day after the day of 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 \$6,725 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 next 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 \$6,725 will be available on the 9<sup>th</sup> 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 \$6,725 will not be available until the 2<sup>nd</sup> business day after the day of your deposit.

Funds from all other check deposits will be available on the 9<sup>th</sup> business day after the day of your deposit.

## Business Days and Cut-off Times

For determining the availability of your deposits, every day is a business day, except Sundays and federal holidays. If you make a deposit before 6 p.m. 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 that time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## **International ACH Transactions**

International ACH Transactions (IAT) that are transmitted to or from any of your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in deposit accounts. In the event an IAT is delayed or terminated, we will provide you such notice as may be required by applicable law.

## **Foreign Checks or Drafts**

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

## **Substitute Checks and Your Rights-Important Information About Your Checking Account**

### **What Is a Substitute Check?**

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

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

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

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to 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 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 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 Arlington Community Federal Credit Union, P.O. Box 40070, Arlington, VA 22204-7070 or call us at (703) 526-0200. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

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

**Shared Branching.** We participate in a shared branching network. This means you can access your accounts and conduct business with us while at another financial institution's branch within the network. Funds will be made available subject to our funds availability policy. For example, if you make a deposit at a shared branch on a business day when we are not open, the deposit will be considered made on the next business day we are open.

## ELECTRONIC FUNDS TRANSFER AGREEMENT – COMMERCIAL ACCOUNTS

This Electronic Funds Transfer Agreement ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. ("Account" means any one or more of your savings, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

**TYPES OF ELECTRONIC FUND TRANSFER SERVICES.** The following describes the services, if approved, that are available, and some limitations that apply:

1. **ATM Card.** You may use your ATM card and PIN (Personal Identification Number) to:

- Withdraw funds from your savings and checking accounts.
- Make deposits to your savings and checking accounts.
- Transfer funds between your savings and checking accounts whenever you request.
- Obtain balance information on your savings and checking accounts.
- Make Point of Sale (POS) transactions to purchase goods or services at POS terminals.

Limitations. The following limitations will apply to your ATM Card:

- The maximum dollar amount of cash withdrawals per day is \$515. Sufficient funds must be available to make any withdrawal. You may make only 15 cash withdrawals in one day.
- The maximum purchase price for any one transaction at a POS Terminal is \$2,000. You may make only 15 purchases in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.

2. **Visa Check Card.** You may use your Visa Check Card and PIN to perform all of the functions listed above in the ATM Card Access section. Additionally, you may also:

- Pay for purchases at places that have agreed to accept the Card.
- Pay bills or make other transactions on Non-Visa Networks (STAR, ACCEL) without a PIN\*
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies.
- Pay bills directly by telephone from your savings and checking accounts in the amounts and on the days you request.

Some services on ATM or Debit Cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account.

\*Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

Limitations. The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is \$515. Sufficient funds must be available to make any withdrawal. You may make only 15 cash withdrawals in one day.
- The maximum purchase price for any one transaction at a POS Terminal is \$3,000. You may make only 15 purchases in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.

3. **Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

4. **Preauthorized Electronic Funds Transfers.** You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer.

5. **Online Banking.** We offer an Online Banking service that you may access from a personal computer that has Internet access. You will need your assigned password and member number or user name to access your accounts, as instructed when you log on. You may use this service for the following:

- Withdraw funds from your savings, checking, money market, and club accounts;
- Make deposits to your savings, checking, money market, and club accounts;
- Make transfers between your savings, checking, money market, and club accounts;

- Obtain balance information on your savings, checking, money market, and club accounts;
- Make payments on your Credit Union loans from your savings, checking, money market, and club accounts;
- Access internet bill pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on loan accounts.

Our Online Banking service will be available to you 24 hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

You will also be required to comply with instructions and agreements provided online when you log onto the Online Banking service.

**6. Online Bill Payment Services.** Through our Online Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the bill pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto the Bill Pay service.

**FEES.** There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Business Rates and Fees Schedule that was provided to you. ATM Fees: Additionally, 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. The amount of this fee will be disclosed to you by the owner of the ATM.

#### **USE OF EFT CARDS AND SERVICES.**

Ownership: any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Visa International from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Fee Schedule, even if you are located in the United States.

Security of Card and Access Codes. The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

**LIABILITY FOR UNAUTHORIZED USE.** Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

*For cards with the Visa logo, and PIN-less debit card transactions over Visa Networks (and the access codes associated with those cards):* You will not be liable for any amount unless we can prove that you were negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent.

Under no circumstances, however, will you be liable for more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2

business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. 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.

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

If you believe your card or access code has been lost or stolen, call: (703) 526-0200 during normal business hours or write: Arlington Community Federal Credit Union, 5666 Columbia Pike, Falls Church, VA 22041. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

**BUSINESS DAYS.** For purposes of this Agreement, our business days are Monday through Saturday. Holidays are not included.

**DISCLOSURE OF YOUR INFORMATION.** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

#### **RIGHT TO RECEIVE DOCUMENTATION**

**PERIODIC STATEMENTS.** Transfer and withdrawal transactions made through any card, Online Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

**TERMINAL RECEIPTS.** You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Check Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

**PREAUTHORIZED EFTS.** If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at (703) 526-0200 or use Online Banking to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING 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's how:

Call us at (703) 526-0200, or write us at Arlington Community Federal Credit Union, 5666 Columbia Pike, Fall Church, VA 22041, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). 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 the Rates & Fees Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring 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.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Online Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

**BILLING ERROR RESOLUTION** *(does not apply to international remittance transfers):*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: (703) 526-0200

By U.S. Mail: 5666 Columbia Pike, Church Falls, VA 22041

By e-mail: [www.arlingtoncu.org](http://www.arlingtoncu.org)

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within 5 business days of your notification so you will have use of the money during the time it takes us to complete our investigation.\*\*\* However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days.] We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will [reverse the provisional credit to your account and] send you a written explanation. You may ask for copies of the documents that we used in our investigation. See the Rates & Fees Schedule for any fees associated with such copies.

\*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 credit your account for the amount you think is in error. \*\*\* Does not apply to Non-Visa PIN-less transactions.

**Termination.** You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

**IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES.** The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

## ONLINE BILL PAY SERVICES AGREEMENT

---

By accessing the Online Bill Payment service provided by us, you are agreeing to the following terms and conditions. You may also be required to sign a contract provided by a third-party vendor providing the Bill Payment service, and/or to consent to terms and conditions provided electronically.

**Access; Software.** To use the Bill Pay service, you must be able to access our Online Banking services, must designate a valid e-mail address in order to receive notices regarding the status of your payments, and you must enter a member number or user ID and password. The service may not be able to be accessed if you are located outside the United States. You are responsible for the correct set-up and installation of software that we provide (if any). We will be responsible for any malfunction of that software.

**Payments and Processing.** In order to make payments through Bill Pay, you must designate a checking account(s) from which the payments will be made and must keep that account(s) in good standing. You may not make payments from a savings account. You may schedule automatic, recurring payments or periodic one-time payments as you may request by following the User Guide provided to you or the on-line instructions. You must provide us the correct names of your payees, together with the proper address, account number, payment amount and any other information required to process the payment. All designated payees must be located in the United States.

We will process payments on or within one Business Day from the date of your on-line session, if the session is before the end of the business day. If the session is after the end of our business day or not on a business day, the time for processing the payment begins on the next business day. In order to ensure that your payments arrive on time at your creditor(s), you must schedule the payment to be processed at least 5 business days before your creditor's payment due date. You may generally expect that the payment will be received by your creditor, processed, and reflected on your account in this amount of time; however, we do not guarantee that your payment will be reflected by that date. We are not responsible if the payment is received or processed by your creditor after your due date.

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

**Missed Payments; Notice.** If you are notified by one of your payees that payment was not received or remains unpaid, you must notify us within 60 calendar days so that we may investigate and correct any error that we may have caused.

**Restrictions on Payees and Types of Payments.** The following payments are prohibited through this service: tax payments; court-ordered payments; payments to payees outside the United States; payments to government agencies; other types of payments or payees as we may designate. If a payee designated by you does not participate in the service, we will notify you that the payment or future payments will not be processed. If we know of a payee who cannot process payments in a timely or responsible manner, we may refuse to make future payments to that payee, and will notify you accordingly.

**Insufficient Funds and Overdrafts.** You agree that sufficient funds to cover your scheduled payments will be kept in your designated accounts. If there are insufficient funds, we may refuse to make the transfer or we may overdraw your account. If you have signed up for Overdraft Protection on your designated accounts, the terms of your Overdraft Protection will govern overdrafts caused by Bill Pay. You are responsible for any non-sufficient funds (NSF) fees and overdraft fees that may be charged. We reserve the right to suspend your Bill Pay access in the event of overdrafts until such time that you have sufficient funds in your accounts to process your payments. Reactivation of the service may result in delays of your processing, and we are not responsible for any missed payments because of suspension due to overdrafts.

**Canceling Scheduled Payments.** You may cancel any pending or scheduled payment. In order to do so, however, we must receive your cancellation at least 1 business day prior to the date the transaction is scheduled to be processed by us. If we do not receive your instructions in time, the payment may be processed and we will not be liable for making that payment in any way.

**Sharing of Information.** By using Bill Pay and scheduling payments, you are authorizing us to disclose any and all information, including non-public personal information and your financial information, that we deem necessary or appropriate in order to process your scheduled transactions. We use a third-party vendor to provide the Bill Pay service to you. This authorization to share and disclose information extends to that third party-vendor as well.

**Fees.** There may be fees that apply to Online Banking and/or Bill Pay services. Please see your Rates & Fees Schedule for more information.

**Termination.** Termination of your Online Banking services will automatically terminate your Bill Pay service. You must cancel all future payments prior to canceling the service. If you do not, we may continue making payments and will not be liable in any manner for doing so.

We may terminate your Online Banking and/or Bill Pay service if you do not comply with the terms of this agreement, the user instructions, or any other agreements governing your accounts. We may also cancel your service if you do not use the service for any consecutive 6 month period. If we do so, you will have to contact us to reactive your service.

**Liability; Warranty.** If we do not complete a properly scheduled transfer for which you provided us all necessary and correct payment information, we will be liable to you for the actual damage or loss that you suffer. If we make an error in a transfer that we complete, our only responsibility is to correct that error; we will not be liable for any indirect, consequential, or other damages. We will also not be liable for any transfer that cannot be processed or completed because of legal restrictions on your account, or for any transfer that we are not bound to complete under the terms of this agreement. We also provide no Warranty of Merchantability, Warranty of Fitness for Particular Purpose, or warranty against non-infringement of third-party rights regarding any software, browser, equipment, or other services. We provide no warranty that the Online Banking and Bill Pay services are free from defects, computer viruses or worms, or other computer-related problems.

## COMMERCIAL WIRE TRANSFER AGREEMENT

---

This agreement covers the movement of funds by means of wire transfers and automated clearinghouse (ACH) transactions. Wire transfers are electronic funds transfers that are performed through the Fedwire system of the Federal Reserve banks, which is regulated and monitored by the Board of Governors of the Federal Reserve. ACH transactions are processed through the Automatic Clearing House Network which is an established electronic payment system governed by the National Automated Clearing House Association (NACHA). This agreement establishes the terms and conditions of all such funds transfers involving you and us. Using us to send or receive funds transfers shall constitute your acceptance of these terms and conditions. To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative; the terms "we", "our," and "us" refer to Arlington Community Federal Credit Union.

**Scope.** This Agreement and Disclosure applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (herein collectively referred to as "wire transfers"). It does not apply to any electronic funds transfer governed by the Electronic Funds Transfer Act and its implementing Regulation E. (e.g., debit card purchases and transactions).

**Transfer Services; Fees.** You authorize us to transfer funds according to your instructions ("transfer request") to and from your designated account(s), or to and from another financial institution. If you do not designate an account, we may transfer funds from any of your accounts and such account shall be deemed to be your designated account. Transfers shall be made in accordance with the security procedures set forth in this Agreement. We may debit your designated account(s) for the amount of the funds transfer, as well as any related fees or services charges. Any fees and service charges are disclosed on the Rates & Fees Schedule provided to you when you opened your account(s).

**Processing of Transfer Requests; Cut-off Times.** We may establish or change cut-off times for the receipt and processing of transfer requests, amendments, or cancellations. The cut-off times are disclosed on the Wire Transfer Request form that you use to initiate a transfer request. We will use ordinary care to process the transfer request on the same funds-transfer business day that it is received, if it is received prior to the cut-off time. Transfer requests, cancellations or amendments received after the applicable cut-off time will be treated as having been received on the next following funds transfer business day and processed accordingly.

**Authorized Persons.** You agree that any one of the authorized signatories on the designated account may initiate any transfer request. We are not required to obtain authorization from all signatories and we shall not be liable for following the instructions of only one signatory. If we receive conflicting verbal and written instructions, we will follow the written instructions. You or any of your authorized users may also authorize by written instrument any other person who is acceptable to us to initiate transfers to and from the account. We may rely on any such written authorization until we receive written notification revoking or modifying that authorization.

**Security Procedures.** We may establish, from time to time, security procedures to verify the authenticity of a transfer request. You will be notified of the security procedures, if any, to be used to verify transfer requests issued by you or for which your account will be liable. You agree that the authenticity of transfer requests may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any transfer request from you or other authorized parties on the account until you and we agree, in writing, on an alternate security procedure.

**Identifying Account and Routing Numbers.** When processing a transfer request, payment may be made based solely on the account number provided in the transfer request, even if that account number identifies a beneficiary other than the one that you name in the transfer request. Similarly, if the transfer request identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the transfer request in reliance on the identifying number you provided. We may also pay wire transfers received by us for your benefit based solely on the account number.

**Acceptance and Execution of Transfer Requests; Rejection.** Nothing in this Agreement shall obligate us to accept or execute any transfer request, or an amendment or cancellation thereof, and we shall be deemed to have accepted a transfer request or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a transfer request if (1) the designated account(s) does not contain sufficient available or collected funds; (2) the account number that you provide on the transfer request does not correspond to any known account with us; (3) the transfer request is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the transfer request.

**Method of Making Transfers.** We may select any means that we deem suitable to transmit funds under this Agreement, including, but not limited to, our internal systems or Fedwire. Any subsequent financial institution may use Fedwire as well. Your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J and other applicable Fedwire rules.

**Account Statements; Notices.** ACH transactions are governed by the operating rules of the National Automated Clearing House Association. All transfers under this Agreement shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts.

**Provisional Credit.** You may be credited for ACH payments or wire transfers before we receive final settlement of the funds transfer.

This means that we may provide you with access to the funds before we actually receive the money. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree that, if we do not receive such final settlement, we are entitled to a refund from you for the amount credited to you in connection with the entry, and the party making payment shall not be deemed to have paid you for that amount.

**Limitation of Liability.** We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a transfer request or any other obligation under this Agreement. In no case shall we pay attorney's fees or other legal expenses incurred in connection with this Agreement.

**Interest.** If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the interest rate, on a daily basis, applicable to the account to which the funds transfer was made.

**International Wire Transfers.** If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, you will receive a receipt and disclosures regarding the transfer, including your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risk associated with your wire transfer request; and (b) we will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

**Choice of Law.** We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association.