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## **I. GENERAL INFORMATION**

Thank you for considering an account with Corning Credit Union. By signing the membership application and depositing money in a Share Savings Account, you establish your membership with the Credit Union, and you and the Credit Union agree to the applicable terms of your account(s) and services found in this Member Services Disclosure Document and amendments hereto.

**These Member Services Disclosures include an Arbitration and Waiver of Class Action, which substantially limits your rights to bring a legal action in a judicial forum or to bring an action as part of a class.** Please read this document carefully and feel free to ask any questions regarding the terms and conditions.

When you become a member of this Credit Union, the Share Savings Account will be opened as an individual account in your name only, unless otherwise requested. A Joint Account is owned by more than one person – you and a secondary or joint member(s). If you would like a Joint Account, both the Primary and all Secondary member(s) must sign the membership application. If your Share Savings Account is individual (or joint), any sub-accounts that you may open will also be individual (or joint). A joint owner of a Share Savings Account may open sub-accounts only if the sub-accounts are also joint and are in the same names as the Share Savings Account. The Credit Union offers additional savings accounts which permit you to create a separate set of accounts in different names.

This Document outlines the rules, disclosures and agreements for the Share Accounts and related services we offer. It supplements the terms of the membership application. Not all the terms described in this Document apply to every account or service. Refer to the sections of this Document that apply to the specific type of account or service that you will be opening or receiving. Please keep this Document with your permanent records. All terms of this Document are subject to change at any time. Changes do not require your approval. The Credit Union may let you know of changes by posting a notice in each of its offices or by sending you any notices of change required or permitted by law.

### **Corning Credit Union's Mission Statement/Philosophy**

Corning Credit Union will provide you and all members with the highest level of quality, convenient and knowledgeable service.

### **Family Membership Eligibility**

Immediate family members of Corning Credit Union members are eligible to join at any time. This includes spouse, children, step-children, foster children, parents, brothers, sisters, grandchildren, and others sharing your household.

### **Identification**

In order to protect your accounts, Corning Credit Union requires that you provide proof of identification when transacting business. In person, acceptable proof of identification includes a valid employee badge or government issued identification card such as a driver's license, a passport or a sheriff's identification card. Over the telephone or Internet, proper identification consists of various types of information including your audio access code, your security identifier or your password.

### **Membership Required**

You must maintain a minimum balance of \$5 in your Share Savings at all times to be a Credit Union member in good standing, to open other types of shares, and to receive the other benefits and services of the Credit Union. You must be 16 years of age or older to establish and maintain a Share Draft Value, or Share Draft Advantage account. If you are under 18 years of age, the Credit Union will require that a joint member be added to the account who must be 18 years of age or older and who will need to read and understand "Accounts Owned Jointly by Adults and Minors" included in this Document. No person, other than an account owner or a duly appointed power of attorney, may transact any business or obtain any information on any account. No one under the age of 16 may have a Share Draft other than an X-treme Share Draft Checking. Please refer to the section in this Document titled X-treme Share Draft Account for more information regarding the X-treme Share Draft Account.

### **Termination**

As set forth in the Credit Union Bylaws, if you withdraw all of your shareholdings your membership in the Credit Union may be terminated. In addition, if for any reason the balance in your Share Savings falls below the par value minimum balance of \$5 and you fail to increase the balance to at least \$5 within 6 months of the reduction, you will be terminated from membership and your accounts will be closed. This includes, but is not limited to, situations where the Share Savings account falls below the par value minimum balance of \$5 due to your withdrawal of funds; absorption through fees or charges associated with the Share Savings account; the imposition of a statutory lien on the Share Savings account to satisfy another financial obligation you have with the Credit Union or if any of your account activities results in fees and charges which cause any of your accounts to become negative, and the Credit Union transfers funds from your Share Savings to cover the negative balance(s) of the other account(s). The Credit Union is not required to notify you when your Share Savings balance falls below \$5 or prior to your membership being terminated under this provision.

### **Consent To Contact You At Any Telephone Number You Provide**

By providing your phone number to Corning Credit Union, you consent to being contacted at that number about all your Corning Credit Union accounts and/or loans. You agree that Corning Credit Union (or its agents and contractors) may use live voice, text messaging, artificial or prerecorded voice messages, automatic telephone dialing systems or technology and/or an “autodialer” (as defined by the Federal Communications Commission) in connection with calls or texts made to any telephone number you provide to Corning Credit Union, even if the telephone number is a cellular/mobile telephone number for which the called party is charged. You may contact us any time to withdraw your consent.

### **Consent To Contact You And Record Telephone Conversations**

By providing your contact information to Corning Credit Union, you are consenting and agreeing to being contacted by Corning Credit Union, or one of their agents or affiliates, who may contact you either by telephone (on a recorded line), email or mail concerning your membership and/or any of the products or services you obtain from the Credit Union. You further understand and agree that all calls made to, or from, the Credit Union may be recorded. If you wish to withdraw your consent to have a particular call recorded, you must notify us at any time during that particular call.

### **Special Rules for Account Type 40 Relationships**

Those members whose only relationship with the Credit Union is a share savings account combined with a loan that was established in association with financing with a 3rd party (excluding auto, boat and recreational loans) (also known as Account Type 40 relationships) may not have access to all of the products and services offered by the Credit Union. Those members who wish to have access to the additional products and services, not available to Account Type 40 relationships, may contact the Credit Union to learn how.

## **II. TYPES OF SHARE ACCOUNTS (OTHER THAN CERTIFICATE ACCOUNTS)**

### **SHARE SAVINGS ACCOUNT**

Our Share Savings Account is a type of basic savings account. Deposits may be made in person, by mail, by Direct Deposit, allocation, ATM and transfers through D.A.D., or Mobile Banking and Online Banking. The Share Savings Account offers a tiered dividend structure that pays a dividend rate that is determined by the balance in the account. The dividend rate is paid on the entire balance in the account as of close of business that day. Dividends are paid monthly. The dividend rate that is earned is the rate associated with the tier the balance falls in at the end of business that day. The tiers and associated rates are disclosed on the rate sheet.

### **SHARE DRAFT CHECKING ACCOUNTS**

Credit Union Share Draft Checking Accounts have the following features and conditions:

1. No per-check fee.
2. Several Overdraw Protection options.
3. Monthly statements showing all Share Draft Checking Account transactions.
4. Starter checks are free when you open your account.
5. You will be charged for your personalized, printed supply of Share Draft Checks with the cost of drafts being deducted from your Share Draft Checking Account.
6. If you are retired or over age 62 you are eligible to receive 3 free boxes of checks during any 12 month period. The Credit Union must be informed of your eligibility and the Credit Union determines the types of checks available.
7. Share Draft Checking Accounts are subject to fees as shown in the Fee Schedule.

**A Windfall Checking® Account** has the following features and conditions:

1. Windfall checking is not available to members in South Carolina
2. A member may only be a prime member on one (1) Windfall Checking account.
3. A Windfall checking account must fulfill the following requirements in any given month to qualify for the disclosed benefits provided for on a monthly basis.
  - The account must be enrolled for eStatements.
  - The account must receive at least one Direct Deposit or ACH deposit.
  - The account must have a minimum of 12 debit/credit transactions posted to the account in the given month.

NOTE: If it is not possible to have an ACH deposit of any kind to the account, having at least one Bill Pay transaction in the given month is acceptable.

4. If each of the requirements as set forth above in paragraph (1) are met, then the account will be refunded ATM fees up to, but not exceeding, \$30 in a given month and dividends will be paid monthly on balances up to and including \$20,000 at the disclosed Annual Percentage Yield. Dividends shall not be paid or earned on any amount of the balance exceeding the \$20,000 limit.

5. If the account fails to meet one or more of the requirements as set forth in paragraph (1) by the last day of the given month, then ATM fees will not be refunded to the account and the dividends for the Windfall Checking will not be paid on the account for that given month.
6. No minimum balance requirements.
7. No monthly service charge.

**A Vivifi Checking Account** has the following features and conditions:

1. Vivifi Checking is only available to members in South Carolina.
2. Only one Vivifi account per member number.
3. A Vivifi Checking account must fulfill a specific number of the following Relationship Qualifiers in any given month to qualify for the disclosed benefits provided for on a monthly basis.
  - Relationship Qualifiers include:
    - i. Have automatic deposits totaling at least \$1,000 during the month.
    - ii. Have at least \$1,000 in debit activity during the month.
    - iii. Have an open and active consumer loan (excludes credit card loans).
    - iv. Have an open and active CCU mortgage loan.
    - v. Maintain a \$1,000 minimum balance each day during the month.
    - vi. Have an open and active share certificate.
4. Benefits are provided in three levels and vary dependent on level.
  - Level one (1): 2 or more Relationship Qualifiers above in any given month
    - i. If each of the requirements as set forth above are met, then the account will be refunded ATM fees up to, but not exceeding, \$10 in a given month and dividends will be paid monthly on balances up to and including \$10,000 at the disclosed Annual Percentage Yield. Dividends shall not be paid or earned on any amount of the balance exceeding the \$10,000 limit.
  - Level two (2): 3 or more Relationship Qualifiers above in any given month
    - i. If each of the requirements as set forth above are met, then the account will be refunded ATM fees up to, but not exceeding, \$20 in a given month and dividends will be paid monthly on balances up to and including \$15,000 at the disclosed Annual Percentage Yield. Dividends shall not be paid or earned on any amount of the balance exceeding the \$15,000 limit.
  - Level three (3): 4 or more Relationship Qualifiers above in any given month
    - i. If each of the requirements as set forth above are met, then the account will be refunded ATM fees up to, but not exceeding, \$30 in a given month and dividends will be paid monthly on balances up to and including \$20,000 at the disclosed Annual Percentage Yield. Dividends shall not be paid or earned on any amount of the balance exceeding the \$20,000 limit.
5. If the account fails to meet the minimum requirements for level one (1) by the last day of any given month, no ATM fees will be refunded to the account and the dividends for the Vivifi Checking will not be paid on the account for that given month.
6. No minimum balance requirements.
7. No monthly service charge.

**An All Access Checking Account** has the following features and conditions:

1. An All Access checking account must fulfill the following requirements in any given month to qualify for the disclosed benefits provided for on a monthly basis.
  - The account must be enrolled for eStatements.
  - The account must have a minimum of 12 debit/credit transactions posted to the account in the given month.
2. If each of the requirements as set forth above in paragraph (1) are met, then the account will be refunded ATM fees up to, but not exceeding, \$30 in a given month.
3. If the account fails to meet one or more of the requirements as set forth in paragraph (1) by the last day of the given month, then ATM fees will not be refunded to the All Access account for that given month.
4. No minimum balance requirements.
5. No monthly service charge.

**A Share Draft Advantage Account** has the following features and conditions:

1. Free box of checks upon opening the account.
2. You must maintain a minimum balance of \$4,000 in your Share Draft Advantage Account each day to earn the disclosed Annual Percentage Yield. For any day when the balance in your account at the end of the day is \$4,000 or more, a dividend will be earned for that day on the entire balance. For any day when the balance in your account at the end of the day is less than \$4,000, no dividend will be earned for that day. If the balance in your account is less than \$4,000 at the end of one or more days in a month, you will be charged a below minimum balance charge for that month. See the Fee Schedule for the amount.
3. If your account is charged a below minimum balance fee three (3) times in a twelve month period, your Share Draft Advantage Account may automatically be converted to a Share Draft Value Account.

**A Share Draft Value Account** has the following features and conditions:

1. No minimum balance requirements.
2. No monthly service charge.
3. No dividends.

### **X-treme Share Draft Checking Account**

The X-treme Share Draft Account has the same features and conditions as the Share Draft Value Account, except as specified below:

1. Only available to members in good standing, age 13 - 17.
2. An X-treme Debit Card will be issued in the minor's name.
3. Cardholders may perform up to 10 transactions per day, not exceeding \$200 in the aggregate.
4. The card has a daily spending limit of \$200 for POS transactions or ATM withdrawals.
5. An adult, in good standing, must be a joint owner on the account.
6. Basic Overdraw Protection is available/Enhanced Overdraw Protection is not available.
7. Paper checks will not be issued on the account until the minor reaches age 16.
8. Internet gambling, car rental and quasi-cash transactions (merchant's sale of items that are directly convertible to cash, such as casino gambling chips, money orders, deposits, wire transfer money orders, etc.) are prohibited. Any attempts to use the card for these purposes will result in a 'decline' response.

### **Notice to an Adult Opening an X-treme Share Draft Checking Account**

1. If, at any time, the X-treme account has a negative balance, the Credit Union has the right to transfer funds from any other member account number that you own to satisfy the negative balance.
2. The account will be immediately closed, without prior notification, and the X-treme Debit Card blocked if any of the following occurs:
  - 4 lost cards per year.
  - 5 NSF transactions within a 3 month period.
  - Other evidence which the Credit Union reasonably determines indicates inability to handle and maintain the account.
3. We will notify you after closing the account. If the account is closed with a negative balance and we have not been able to satisfy the negative balance as stated above, you will have 30 days from the date of the letter to satisfy the negative balance. If the negative balance is not corrected within the 30 days, your name(s) may be reported to ChexSystems, a nationwide verification network and collection agency.
4. Once the minor reaches age 18, you must notify the Credit Union and the account will be converted to a Share Draft Value, All Access Checking or Windfall Account with a CU-Extra<sup>®</sup> Debit Card. At that time, the X-treme Card will be disabled.

### **Right to Close your Share Draft Checking Account(s)**

If you maintain a negative balance in your Share Draft Checking Account for 40 or more consecutive days, or if you otherwise abuse your Share Draft Checking Account or your privileges under the Enhanced Overdraw Protection service, the Credit Union may close your Share Draft Checking Account without additional notice to you.

### **Stale checks**

We may refuse to pay any check that is more than six months old. If there is no stop payment order in effect when we receive the check for payment, however, we may elect to pay it. If we do pay the check, you are responsible for the amount of the payment.

### **Writing and protecting checks**

You are authorized to write checks and initiate Debit Card and ACH transactions only when there are sufficient funds in your Share Draft Checking Account or a combination of your checking account and overdraw protection options to cover them.

**Deposits you make are not considered funds in your account until they are available as described in the Funds Availability section of this Document.** When checks you have written and/or ACH transactions you have initiated or pre-authorized are presented to the Credit Union for payment, the Credit Union may pay them in any order.

You agree not to write post-dated checks (a check that is dated in the future) on your account. All checks presented for payment will be treated as if payable on demand. We will not be liable to you for paying a post-dated check prior to its maturity date. You agree to use care in safeguarding your unsigned checks against theft. You agree to tell us immediately if any are missing.

If you write a condition on a check that restricts its payment (e.g. "Void after 60 Days"), the Credit Union will not be required to note that restriction or honor it.

### **Stop payments**

If you do not want us to pay a check you have written, you can order us to stop payment on it by notifying us by mail or telephone. The stop payment order takes effect when it is processed in your account and is effective for twelve months. We will send you a confirmation notice for all telephone stop payment orders. You may send written stop payment orders to any of our offices. Your

stop payment order must be timely and must accurately describe the check by account number, amount and check number. You may stop payment on a check drawn on your account only if we have not accepted, certified, made final payment on, or otherwise become accountable for the item, except to the extent otherwise required by law. We must be given reasonable opportunity to act on any stop payment order before it can be considered effective. The Credit Union may take a reasonable amount of time (at least twenty -four hours) to process a stop payment order. This means that if a draft is paid after a stop payment order has been given, but before the Credit Union has had a reasonable amount of time to act on it, the Credit Union will not be liable for any resulting loss to you, unless it has failed to act in good faith and with ordinary care. The Credit Union is to act in good faith and with ordinary care. The Credit Union is not obligated to notify you if it pays a draft contrary to your stop payment order. If we fail to honor a proper and timely stop payment order, we will not be liable for more than your actual loss, which may be less than the full amount of the check. You must establish both the fact and amount of your loss before seeking reimbursement from the Credit Union. If the Credit Union suffers any loss or expense as a result of honoring your stop payment order, you agree to reimburse the Credit Union the amount of its loss or expense. If you have a joint account, we will accept a stop payment order from any owner, regardless of who signed the check. There will be a service charge for every stop payment order we receive. The amount of the fee is listed in the Fee Schedule.

### **Pre-authorized Checks**

You authorize the Credit Union to pay any pre-authorized checks generated as a result of you giving your checking account information to others.

### **HOLIDAY CLUB ACCOUNT**

Holiday Club Accounts help you save for the holiday season by either direct deposit or planned savings. In addition to the general account features and conditions specified herein, the following applies to your Holiday Club Account:

1. Direct deposits into the Holiday Club Account may be for any amount.
2. The last day to make deposits to the Holiday Club is the last business day of September. Interest will accrue through the end of the dividend period. You are permitted to withdraw the funds in the account at any time (subject to the "Conditions of Withdrawal" described elsewhere in this Document), but a withdrawal prior to the ending date will result in termination of the account until the following October 1<sup>st</sup>, at which time the account may be reopened.
3. Holiday Club funds will be transferred on or about October 1<sup>st</sup> of each year to the account you specify.
4. Holiday Club Accounts using the direct deposit method of payment will reopen automatically for the same amount, unless the Credit Union is notified otherwise.
5. The Holiday Club offers a tiered dividend structure that pays a dividend rate that is determined by the balance in the account. The dividend rate is paid on the entire balance in the account as of close of business that day. Dividends are paid monthly. The dividend rate that is earned is the rate associated with the tier the balance falls in at the end of business that day. The tiers and associated rates are disclosed on the rate sheet.

### **ALL-PURPOSE ACCOUNT**

All-Purpose Accounts let you set up a separate Share Savings Account for which you can designate your own savings purpose. The All Purpose Account offers a tiered dividend structure that pays a dividend rate that is determined by the balance in the account. The dividend rate is paid on the entire balance in the account as of close of business that day. Dividends are paid monthly. The dividend rate that is earned is the rate associated with the tier the balance falls in at the end of business that day. The tiers and associated rates are disclosed on the rate sheet.

### **IRAs**

1. We offer two types of Individual Retirement Accounts (IRAs).
  - Traditional IRAs offer tax-deferred savings and investments and may be funded with pre-tax dollars.\*
  - Roth IRAs offer tax-free savings and investments and are funded with after-tax dollars.\*
2. In either case, IRAs enjoy the same benefits and features of a Share Savings Account. Save for retirement by making weekly, monthly and/or periodic cash deposits. Individual wage earners may deposit up to the maximum permitted by law each year. If one spouse is a wage earner, each may have an IRA and deposit up to the maximum permitted by law annually.
3. \*The benefits of both Traditional IRAs and Roth IRAs may be limited by statutory limitations. Please consult your tax advisor(s).
4. The IRS may impose penalties for withdrawals prior to age 59½. You should consult your tax advisor for additional information.
5. You must be at least 18 years old to have an IRA account.

### **MONEY MARKET ACCOUNT**

Money Market Accounts offer a tiered dividend structure that pays a dividend rate that is determined by the balance in the account. The dividend rate is paid on the entire balance in the account as of close of business that day. Dividends are paid monthly. The dividend rate that is earned is the rate associated with the tier the balance falls in at the end of business that day. The tiers and associated rates are disclosed on the rate sheet. This account is more flexible than a Share Certificate and has no penalty for withdrawal. The Money Market Account can be opened for any amount but will not earn dividends until the balance reaches \$2,500. Withdrawals and deposits must be \$250 or more unless they are made by an allocation to or from another Corning Credit Union account. This account is accessible through D.A.D. and Mobile and Online Banking.

A Money Market Account has the same features and conditions as the Share Savings Account with the following exceptions:

1. Money Market Accounts do not earn dividends any day the balance falls below \$2,500 as of end of business that day.
2. The minimum deposit or withdrawal is \$250 unless done by allocation.
3. ATM access is not available for this account.
4. Checks are not available for this account.
5. Overdraw Protection is not available for this account.

## DEPOSITS

For accounts other than Certificate and Money Market Accounts, you may make deposits in person at the Credit Union, at designated automated teller machines (“ATM”) or point-of-banking (“POB”) locations by electronic direct deposit, or by other means that the Credit Union may permit. For Certificate and Money Market Accounts, refer to the sections of this Document titled CERTIFICATE ACCOUNTS and MONEY MARKET ACCOUNTS for additional information about deposits to those types of accounts. The Credit Union has the right to endorse any item deposited without endorsement in order to collect the amount due from the bank or credit union on which it was drawn. The Credit Union has the right to refuse a deposit, to limit its size or to return it.

1. **Collecting your deposit:** The Credit Union will act as your agent in collecting the amount of any item which you submit to it for collection from the financial institution on which it was drawn. As your agent, the Credit Union is responsible for exercising ordinary care in the collection of your deposits, but is not responsible for losses which occur despite its exercise of ordinary care.
2. **Uncollected deposits:** If you deposit or cash a check drawn on another financial institution and the other institution returns the check to the Credit Union unpaid, the following procedures will be followed.
  - **Checks returned the first time:**
    - You will be charged a Return Item Fee as described in the Account/Service Fee Schedule.
    - If the check was deposited at a POB or ATM location not owned by the Credit Union, you will be charged an additional fee equal to the amount charged the Credit Union by the POB or ATM owner.
    - The Credit Union will redeposit the check in an attempt to collect payment on it unless the check is marked “DO NOT REDEPOSIT”, “re: stop payment”, “account closed” or “refer to maker”. Before this is done we may verify funds. If they are not available we will not redeposit the check. If they are available, we will redeposit the check with a hold.
    - If the check is marked “DO NOT REDEPOSIT” or a hold was placed on it when it was deposited, the Credit Union will follow the procedures listed under the following section.
  - **Checks returned a second time:**
    - No additional fee will be charged.
    - The amount of the check will be taken from the account to which the deposit was made, if sufficient funds are available. If sufficient funds are not available or if the check was cashed, the amount of the check will be taken from your Share Savings Account or any other account that you may have, either individually or jointly with someone else. This may create a negative balance in that account.
    - The check will be returned to you unless a negative balance is created. If a negative balance is created, the Credit Union will retain the check until the account balance is brought to the required minimum.

## ENDORSEMENT STANDARDS

If you endorse a check or record information in the area for bank endorsements and it causes the Credit Union to suffer any loss due to late return on the check, you may be charged. For example, carbon band checks or checks with printed, stamped or written terms or notations on the back may interfere with endorsement.

## CONDITIONS OF WITHDRAWAL FROM ACCOUNTS OTHER THAN CERTIFICATE ACCOUNTS

The Credit Union reserves the right to require up to 60 days prior written notice of intent to withdraw money from one of your accounts (other than from a Certificate Account). In addition, the Credit Union may refuse to permit a withdrawal from any account for, without limitation, the following reasons:

1. If the withdrawal would consist of checks or other instruments being held and not yet available for withdrawal.
2. If there is a dispute about the account, unless a court has ordered the Credit Union to permit withdrawals.
3. If a court orders the Credit Union not to permit the withdrawal.
4. If you owe the Credit Union money for any reason.
5. If the account is pledged as security for a debt.
6. If any document or identification required in connection with the withdrawal is not presented.
7. If an owner of the account requests the Credit Union not to permit the withdrawal.
8. If equipment problems at the Credit Union prevent determination of the available balance.
9. For Holiday Club Accounts: You may not make a partial withdrawal. If you want to withdraw any funds, you will be required to withdraw all the funds and close the account, which will result in forfeiture of all dividends. The account may be reopened after October 1 of the same year.



## III. CERTIFICATE ACCOUNTS

### CERTIFICATE ACCOUNTS

The Credit Union offers a Certificate Account with the following features and conditions

1. A minimum deposit of \$1,000 is required.
2. The Credit Union offers automatic renewal of certificates at maturity (except that certificates will not be renewed after the death of a sole owner).
3. Penalties may be imposed on early withdrawals from Certificate Accounts.
4. A Certificate Account can be opened by calling or visiting any Credit Union office or the website.
5. The Credit Union offers 3-, 6-, 12-, 18-, 24-, 36-, 48- and 60-month Certificate Accounts
6. Jumbo Certificate Accounts are available with a \$100,000 minimum deposit.

### IRA CERTIFICATES

1. All the tax advantages of an IRA.
2. The Credit Union offers 3-, 6-, 12-, 18-, 24-, 36-, 48- and 60-month IRA certificates.
3. \$1,000 minimum deposit.
4. Dividends paid monthly and either transferred to the IRA savings account or compounded within the certificate
5. Automatic renewal.
6. IRA investment will be listed in your individual name.
7. You must be at least 18 years old to have an IRA certificate.

### Certificate dividend options

1. Transferred monthly to an account you select;
2. Transferred monthly to your IRA or Rollover IRA Savings Account or
3. Paid monthly and compounded within the certificate.

### Minimum balance requirements to open accounts and to earn dividends

Your Certificate Account has a \$1,000 minimum daily balance requirement to open and maintain the account, to earn dividends, and to obtain the Annual Percentage Yield disclosed.

Your Jumbo Certificate Account has a \$100,000 minimum daily balance requirement to remain open and maintain the account, and to obtain the Annual Percentage Yield disclosed.

### Dividend rate determination

Certificate Accounts pay a fixed rate of dividend that is determined when you open your account. The dividend rate for your fixed rate Certificate Account will be paid until the maturity date of your Certificate. See the documents you receive at the time you open the account for the current dividend rate and Annual Percentage Yield on your Certificate Account.

### Additional deposit options

For all Certificate Accounts deposits will be allowed only on the date the Certificate Account is opened and during each renewal (maturity) period. The renewal period (called the 10 day grace period) consists of the day the Certificate Account matures, and the 9 calendar days following the maturity date. Dividends will begin accruing on the new balance beginning on the date of deposit.

### Frequency of crediting and compounding of dividends

For Certificate Accounts and IRA Certificate Accounts you have 2 options for the crediting and compounding of dividends. (1) For Transfer Certificates earned dividends will be transferred monthly to a share you select. For IRA Transfer Certificate Accounts earned dividends will be transferred monthly to your IRA or Rollover IRA Savings. The dividends will then compound at the same frequency as disclosed above for the type of account into which they are transferred. (2) For Compounding Certificate Accounts and IRA Compounding Certificate Accounts, dividends remain in the certificate and are credited and compounded monthly.

### Annual Percentage Yield

The disclosed Annual Percentage Yield on your Transfer Certificate Account will be calculated based on the assumption that you will not elect to have your dividends transferred each month to another share or IRA and that dividends will not compound during the term of the Certificate Account. If your dividends are transferred each month, your actual yield may be greater than the disclosed Annual Percentage Yield due to compounding in the other account. However, the transferred dividends will not be automatically reinvested in the Certificate Account when it renews at maturity. The disclosed Annual Percentage Yield on your Compounding Certificate Account will be calculated based on the assumption that your dividends will compound and remain in the Certificate Account until maturity.

### **Maturity date**

A maturity date will be established when you open your Certificate Account. Please refer to the documents you receive at the time you open the account for information about the maturity date.

### **Notice of approaching maturity date**

You will be notified in writing before the maturity date of your Certificate Account. We will ask you to instruct us by mail, phone or in person regarding the action you wish to be taken on your account. You may renew your account, withdraw your funds, or transfer to another type of share account.

### **Action at maturity**

At maturity, you may close your Certificate or renew your Certificate. If you choose to renew your Certificate, we will place the funds, plus any dividend not already paid to you or credited to another account with us in accordance with your directions, in a new Certificate of the same type and for the same terms as your original deposit (or the closest available type and term), at the dividend rate and Annual Percentage Yield offered on the maturity date for Certificates of that type and term. If you have not instructed us to close the Certificate by the maturity date, we will automatically renew your Certificate on the maturity date. The renewal Certificate will be of the same type and for the same terms as your original deposit (or the closest available type and term), at the dividend rate and Annual Percentage Yield offered on the maturity date for Certificates of that type and term. We will not, however, renew a Certificate after the death of a sole owner. Instead, the Certificate funds will be placed in the related Share Savings Account or distributed as the decedent's estate representative may direct. You may make additional deposits, withdrawals or change the term of the Certificate without penalty within ten (10) calendar days after the maturity date, but no dividend will be paid during this period if you do withdraw all your funds from that Certificate. If you close the Certificate, then open a new Certificate for the same term within this ten (10) day period, you will receive the rate that was offered on the original maturity date. If the Credit Union is not open for business on the day that your Certificate matures, any request to change the term or amount of your certificate will be processed on the next day that the Credit Union is open for business.

### **Early withdrawal**

If funds are withdrawn from a Certificate Account prior to maturity of the current term of the Account, a substantial penalty will be imposed as follows:

**3-Month Transfer Certificates** – You must pay a penalty equal to 45 days simple interest on the amount withdrawn.

**3-Month Compounding Certificates** – You must pay a penalty equal to 45 days interest on the amount withdrawn. This penalty also applies to any dividends already credited to the certificate.

**6- and 12-Month Transfer Certificates** – You must pay a penalty equal to 90 days simple interest on the amount withdrawn.

**6- and 12-Month Compounding Certificates** – You must pay a penalty equal to 90 days interest on the amount withdrawn. This penalty also applies to any dividends already credited to the certificate.

**18- and 24-Month Transfer Certificates** – You must pay a penalty equal to 180 days simple interest on the amount withdrawn.

**18- and 24-Month Compounding Certificates** – You must pay a penalty equal to 180 days interest on the amount withdrawn. This penalty also applies to any dividends already credited to the certificate.

**36-, 48- and 60-Month Transfer Certificates** – You must pay a penalty equal to 360 days simple interest on the amount withdrawn.

**36-, 48- and 60-Month Compounding Certificates** – You must pay a penalty equal to 360 days interest on the amount withdrawn. This penalty also applies to any dividends already credited to the certificate.

The penalties may reduce the principal amount you receive from the withdrawal if funds have been on deposit less than the penalty periods or if the earned dividends have been withdrawn. If the principal amount being withdrawn together with accrued but unpaid dividends is insufficient to pay the penalty, we may deduct the balance of the penalty from any funds remaining in your account or in any other of your accounts at the Credit Union or, on our request, you will pay us the balance of the penalty. If the withdrawal together with the penalties for early withdrawal reduces the balance of the account below the minimum balance required, you will be deemed to have asked to withdraw all funds in the account. You will have to pay an early withdrawal penalty on that entire amount, and the remaining principal will be deposited into your Share Savings Account.

The above penalties will not be imposed if:

1. The withdrawal is made upon the death of any owner of the Share Certificate Account.
2. The withdrawal is from a certificate held as part of an Internal Revenue Code approved retirement plan and is a result of (i) an approved revocation of an IRA or Keogh Plan (however, you will have to forfeit an amount equal to the simple dividend earned on the amount withdrawn); or (ii) the disability of the owner; or (iii) the owner having reached age 70½ and is taking an automated Required Mandatory Distribution (RMD) from a Traditional IRA; provided, however, that, if the owner withdraws the funds on the basis that he or she has reached 70½ but within 90 days after the withdrawal seeks to open at the Credit Union a new Share Certificate having a higher APY than the one from which the early withdrawal was made, before the new Share Certificate

sub-account is opened, the owner will be required to pay the early withdrawal penalty that was initially waived at the time of the early withdrawal.

3. The withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union, or is of the amount on which deposit insurance was lost after the merger of the Credit Union with another institution in which the depositor had certificates, for a period of one year from the date of the merger.
4. The withdrawal is made after the owner is determined to be legally incompetent.
5. If a withdrawal reduces the balance in a Jumbo Certificate Account below the minimum balance requirement of \$100,000, the Jumbo Certificate Account will automatically be closed. You may elect to open a new regular Certificate Account with the remaining principal from the Jumbo Certificate Account. You will be charged a penalty on any amount that was in the Jumbo Certificate Account on the date it was closed but not in the regular Certificate account on the date that it is opened. The initial rate on this new Regular Certificate Account will be that of the Regular Certificate of the same terms as of the last maturity date or opening date of the Jumbo Certificate being closed.

**Not transferable:** A Certificate Account is NOT TRANSFERABLE and may not be used as collateral for any loan.

## IV. DIVIDENDS

### Dividend rate determination

Dividend rates are declared by the Credit Union Board of Directors at its discretion based on market conditions, and are not tied to a specific index. The dividend rates on all accounts (other than Certificate Accounts) are variable and may change after the account is opened. Dividend rates and Annual Percentage Yields may change monthly for all dividend bearing accounts. The Board has declared that no dividends will be paid on Share Draft Value, and X-treme Share Draft Accounts; and no dividends will be paid on a Share Draft Advantage Account for any day when the balance in the account at the end of the day is less than \$4,000 or on a Money Market Account for any day when the balance in the account at the end of the day is less than \$2,500.

### Balance computation method

Dividends are calculated by the Daily Balance Method (the "day in/day out" method). That method applies a daily periodic rate to the principal in your account as of the end of each day. The periodic rate is determined by dividing the dividend rate by 365 (including a leap year).

### When dividends begin to accrue

Dividends begin to accrue on cash and non-cash deposits on the "day of deposit" as described in the "Funds Availability" section of this document. The one exception to that rule is when the end of the calendar month falls on a Saturday or Sunday. In that situation, the Credit Union will frequently "close its books" for that month at the end of the last business day but before the actual last day of the month. When that happens, deposits made after the books are closed will be treated for dividend calculation purposes as if the deposit occurred on the first business day of the next month.

### Nature of Dividends

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

### Effect of closing account

If any dividend earning account is closed before dividends are credited, you will not receive accrued dividends in that account.

### New member bonus information

Notice: Any bonuses greater than \$10 you receive for opening and or maintaining your account will be aggregated with any dividends earned on your account for the financial year in which the bonuses are earned and provided to you on a 1099INT for tax purposes. You may opt not to accept this bonus in lieu of having it reported in this manner.

## V. SPECIALIZED ACCOUNTS OWNERSHIP

### JOINT ACCOUNT OWNERSHIP

1. **Deposits.** Each joint owner of an account authorizes the other to endorse and to deposit in the account checks or drafts payable to either owner or to both. Each of you authorizes the Credit Union to accept deposits payable to either of you or both and to endorse for you any items deposited without endorsement.
2. **Withdrawals:** Each joint owner alone may make partial or full withdrawals from the account, may write drafts on Share Draft Checking Accounts, may issue stop payment orders on drafts written by either or both owners, may close out the account, and may transact any other business an individual owner could transact.

3. **Overdraw, Enhanced Overdraw Protection, and other debts:** If there are not enough funds in your joint account to cover a check or ACH transaction when it is presented to the Credit Union for payment and the Credit Union pays the check or ACH transaction out of its own funds, all joint owners agree individually and collectively to reimburse the Credit Union, even if the draft was written by only one of you. Likewise, if one of the joint owners on an account owes the Credit Union money, you all agree that the Credit Union may use as much of the funds in any account owned by both of you as is necessary to pay the debt. In addition, if your joint account is restrained or levied upon by a judgment creditor to whom one of you owes money, you agree that the Credit Union may restrain and/or turn over the entire account without liability to the other.
4. **Disputes between joint owners:** In the event of a dispute between owners of a joint account, the Credit Union is not required to honor requests by one owner to prevent withdrawals by the other. The Credit Union has no liability for continuing to honor drafts and withdrawal requests.
5. **Survivorship:** You both agree that you intend to own the money in your joint account as “joint tenants with right of survivorship.” This means that if one of you passes away, ownership of the funds in the account passes automatically to the other, subject, however, to all of the Credit Union’s rights to exercise its security interest in those funds, and/or to its statutory lien on those funds, and the Credit Union may honor checks, ACH transactions or withdrawal requests signed by or authorized by the decedent.
6. **Information:** Each joint owner of a joint Share Savings Account is authorized to access any information regarding the account, any sub-accounts, Visa<sup>®</sup>, or loans associated with that member account number. This applies even if a loan associated with a member account number is in the name of only one of the owners of the Share Savings Account.
7. **Adding additional accounts/services:** Any joint owner can open a joint sub-account and request Credit Union services in the names of all owners of the joint account without the consent of any other joint owner.
8. **Removing Joint Members:** An adult prime member on an account (the member whose social security number is being used for tax reporting purposes) may remove any joint member from the account at any time by submitting a written request to the Credit Union. Such request must be in the form required by the Credit Union.

#### ACCOUNTS OWNED JOINTLY BY ADULTS AND MINORS

1. Adults opening accounts jointly owned with a minor, where the prime member is the minor and the minor’s social security number is being used for tax reporting purposes certify that:
  - Any and all funds deposited in the joint account represent the separate property of the minor prime member (such as gifts, earnings, prizes, insurance proceeds, inheritances, etc.).
  - Those funds and all dividends they earn belong to the minor prime member. However, the funds in the account are at all times subject to all of the Credit Union’s rights to exercise its security interest in those funds, and/or to its statutory lien on those funds with respect to obligations of the adult joint owner at any time owing to the Credit Union. Moreover, the Credit Union may honor checks, ACH transactions or withdrawal requests affecting the account that are signed by or authorized by the adult joint owner.
2. Adults opening accounts jointly owned with a minor for the deposit of funds belonging to a minor should furthermore know that:
  - Any part of the funds in the account which is used for the adult’s personal benefit or to meet the adult’s legal obligation, if any, to support the child, may be considered income to the adult for tax purposes, in the year the funds were used.
  - If the Internal Revenue Service determines that the funds in the accounts belong to the adult rather than the minor, it may tax any dividends as though they belong to the adult and are not bound by the agreement and acknowledgment above.
  - The adult may be required to file a gift tax return and/or pay gift taxes on any funds in the accounts which represent gifts the adult has made to the minor.
  - Investment income of a minor who is under the age of 14 years may be taxed at the adult’s marginal rate under certain circumstances.
3. Adults opening Share Savings Accounts and/or Share Draft Checking Accounts, jointly owned with a minor, further agree that to induce the Credit Union to permit a minor to be a joint owner of a Share Savings Account and/or Share Draft Checking Account with all the rights and privileges of a full owner of the account, they will reimburse the Credit Union for any liabilities, damages, or losses of any nature whatsoever, including reasonable attorney’s fees and court costs, it shall or may at any time sustain or be put to, which arise in any way out of (i) the use by the minor of the account and/or use of any access services in connection with the account such as the ATM Card, Debit Cards, D.A.D. audio response and/or Mobile and Online Banking services including the Check Deposit Service, (ii) the revocation by the minor with respect to the account, (iii) the revocation by the minor of his/her agreement to the rules of the account itself, or (iv) the Credit Union’s dealings with the minor with respect to the account. Without limiting the generality of the previous sentence, each adult joint member agrees that he/she will fulfill the obligations under this section even if the minor would have a valid defense against the Credit Union’s claim or valid claim against the Credit Union because of the fact that he/she is a minor.
4. Adults establishing an ATM Card, Debit Cards, D.A.D. audio response and/or Mobile and Online Banking services, including the Check Deposit Service, with a minor accept full responsibility for all use of these services under the terms and conditions as stated in this Document or on the Credit Union’s website.
5. In the event that an adult joint owner dies or is removed from the account for any reason, another adult must be added to the account as a joint owner, and the following rules apply:
  - If the minor is 14 or older, the minor may designate another adult to be a joint owner.

- If the minor is under 14, or is over 14 but fails to designate an adult joint owner that meets the Credit Union's eligibility requirements for membership within 60 days, the Credit Union may add the minor's parent or guardian as a joint owner on the account. If the minor does not have a parent or guardian willing or able to be a joint owner, the Credit Union **WILL** place a hold on the account until an adult is added to the account as a joint owner.

## **CUSTODIAL ACCOUNTS**

1. A Custodial Account cannot be a joint account.
2. Custodial Accounts are created by gifts under the Uniform Transfer to Minors Act and are **IRREVOCABLE** and convey legal title to the minor.
3. The Credit Union may act on the instructions of the custodian without any inquiry as to whether the custodian is acting properly.
4. If the donor and the custodian are the same person and die before the minor, the account may be included in the custodian's estate. To avoid this, the custodian and the donor should not be the same person.
5. In the case of resignation, death or legal incapacitation of the custodian, a successor is needed.
6. Determination of the successor custodian will depend on whether or not the custodian named a successor and whether the minor is over the age of 14.
7. The custodian can name a successor by signing a dated instrument of designation that is witnessed by someone other than the successor custodian. The custodian may change the successor in the same manner.
8. If no successor has been named, the following procedures will be followed:
  - If the minor is 14 or older, the minor may designate as successor custodian an adult member of the minor's family, the minor's guardian, or a trust company.
  - If the minor is under 14, or is over 14 but fails to designate a successor custodian within 60 days, the minor's guardian would be the custodian. If the minor does not have a guardian willing to serve, the Credit Union **WILL** place a hold on the account until the court appoints a successor custodian.
9. The successor procedures specified in this section are in accordance with the Uniform Transfers to Minor and may change from time to time to reflect changes in the law.
10. Custodial Accounts cannot be used as collateral for any loans.
11. The only additional shares allowed under Custodial Accounts are all Share Savings types except IRA. Checking accounts are not allowed.
12. The features and conditions of the Custodial Account may be different if your state of residence has adopted different rules relating to transfers to minors.
13. ATM cards are available on Custodial Accounts.

## **TOTTEN TRUST, TENTATIVE TRUST AND PAYABLE ON DEATH ACCOUNTS**

### **General Information**

1. Totten Trust, Tentative Trust and Payable on Death Accounts are created by the deposit of money into one's own name as trustee for another.
2. Title is vested in the owners (trustees), who hold it in **REVOCABLE** trust for the named beneficiary. The Credit Union will only open Totten Trust Accounts, Tentative Trust Accounts or Payable on Death Accounts when the beneficiary is a natural person.
3. At the death of the account owners, the beneficiary is the recipient of the account, subject to the provision of applicable law.
4. There may be more than one account owner and more than one beneficiary. Any beneficiary named on the account has no claim to title of the account during the trustee's lifetime. In absence of written notice from the trustee, the Credit Union need not during the trustee's lifetime, recognize any claim by any beneficiary of title or interest in the deposits of this account by way of gift, transfer or otherwise.
5. The account owner's social security number is used for tax reporting purposes.
6. The owner of the account may withdraw and deposit at will and may utilize the money for any purpose.
7. Sub-accounts may be opened under a Totten Trust, Tentative Trust or Payable on Death Account and are considered part of the account.
8. Totten Trust, Tentative Trust and Payable on Death Accounts are only allowed when permitted by applicable state law.
9. Joint names on this account may be different than on the regular Share Savings Account.
10. Payment Upon Death of Depositor(s): After the death of the last surviving account owner, the Credit Union is authorized to pay the balance then on deposit to the beneficiary, if living, or if more than one beneficiary, to such beneficiaries as survive the depositor(s), in equal proportions, subject to the requirements of applicable state law. If the beneficiary survives the depositor(s) but dies before payment is made by the Credit Union, the amounts owing to that beneficiary shall be payable to the administrator or executor of the beneficiary's estate. The receipt of payment of any beneficiary, estate representative, or guardian shall be a valid release and will discharge the Credit Union of any responsibilities for all payments made from this account. If no beneficiaries survive the account owner(s), the account and the accruals thereon shall remain with the account owner(s), and upon the death of the account owner(s) shall be paid to the legal representative of the last surviving account owner.

## **REPRESENTATIVE PAYEE ACCOUNTS**

1. A Representative Payee Account cannot be a joint account.
2. The Beneficiary must be in the field of membership.

3. The Representative Payee need not be in the field of membership.
4. A Representative Payee is a person who has contracted with the Social Security Administration to act as a recipient of funds for a person (the Beneficiary) who is incompetent because of age or mental or physical condition and is incapable of handling his/her affairs.
5. The Representative Payee account is reported under the TIN of the Beneficiary but is opened with the signature of the Representative Payee.
6. The Representative Payee Account may only contain funds from the Social Security Administration, which may not be commingled with any other funds.
7. The Representative Payee must only use the funds for the use and benefit of the Beneficiary in a manner he or she determines to be in the best interest of the Beneficiary.
8. The Credit Union may act on the instructions of the Representative Payee without any inquiry as to whether the Representative Payee is acting properly.
9. When a Representative Payee resigns or passes away, any benefits, including interest and cash on hand, must be returned to the Social Security Administration and the funds will then be reissued to the beneficiary or to the new Representative Payee.
10. Upon the death of a beneficiary, the Representative Payee is responsible for notifying the Social Security Administration.
11. Representative Payee Accounts cannot be used as collateral for any loans and loans are not allowed under these accounts.
12. Representative Payee Accounts may have all shares types except IRAs.
13. ATM and Debit Cards, Mobile and Online Banking and eStatements are available on Representative Payee Accounts.

## **VI. ADDITIONAL SERVICES AND TOOLS FOR ACCESSING YOUR ACCOUNT**

### **STATEMENTS**

If you do not enroll for eStatements, the Credit Union will mail you a statement of your account regularly. If you enroll for eStatements, your statements will be made available to you electronically. If you choose this option, you will not receive a paper statement for that account. You may not receive a statement of accounts for a given month if you have less than \$250 aggregate in your accounts, no open loans and no activity has occurred on any share under a member account number during that month. Dividend postings are not considered activity on your account. However, the Credit Union will always mail or make available electronically a statement of accounts each quarter. Share Draft Checking Account statements will not include cancelled drafts. Paper copies of cancelled drafts may be obtained for a fee (which is disclosed in the Fee Schedule) at any time within sixty days after they are paid, and copies may be obtained within 7 years after the check is paid. You must notify the Credit Union of any alterations or forgeries promptly. Your statement is the Credit Union's legal record of the status of your account. If you do not dispute the accuracy of the information on the statement within thirty days after the statement is issued or made available to you, the statement will be considered correct.

### **D.A.D.® AUDIO RESPONSE SYSTEM**

The Dial Accounts Direct (D.A.D.) Audio Response System is a FREE service that allows you to access your accounts by telephone 24 hours a day, 7 days a week. D.A.D. is secure; only you can authorize withdrawals from your account. Your confidential access code or PIN (personal identification number) helps ensure security. When selecting your 4 digit access code, you may use the numerals 0 to 9. You are obligated to keep your PIN confidential. If you ever forget your PIN, we can process a new number immediately over the phone, in person or through the mail. In the case of a joint member/owner being removed from your account, you should change your access code (or PIN). The Credit Union is not liable for unauthorized transactions if the PIN is not changed.

With D.A.D. you can:

1. Make transfers among your accounts or to accounts owned by a joint owner of one of your accounts.
2. Make check withdrawals from your Share Savings, Share Draft Checking or All Purpose Share Accounts and choose if you want the check sent to you or held for you to pick up. Check withdrawals are made payable to the prime member and mailed directly to the address of record (the address to which your statement is mailed).
3. Make inquiries on account and loan balances, including payoff amounts and monthly payments.
4. Make loan payments from your Share Savings, All Purpose Share, or Share Draft Checking Accounts.
5. If you have direct deposit, you can verify the amount posted and make transfers immediately.
6. Verify checks that have cleared your Share Draft Checking Account.
7. Make certain loan payments.
8. Obtain a Visa cash advance, an advance on your Home Equity Line of Credit, your Unsecured Line of Credit loan, or such other loan as the Credit Union may permit from time to time, and transfer to one of your accounts.
9. Inquire on current loan and savings rates.
10. Obtain estimated payment amounts on loans.

D.A.D. is available only to members in good standing, 18 years of age or older.

Each joint owner on your Share Savings Account, regardless of whether he or she is a co-borrower on your Visa Retail Credit Installment Agreement, your Home Equity Line of Credit, your unsecured line of credit, or any other line of credit loan offered by the Credit Union, is an authorized user with the ability to request advances through the Mobile and Online Banking or D.A.D. system. This includes joint members/owners presently on your Share Savings Account and joint members/owners added in the future.

## **ATM AND DEBIT CARDS**

1. ATM Cards and Debit Cards are free and are only available to members in good standing. CU-Extra Debit Cards are available to members who are either 18 years of age or older or who are 17 years of age or older and have an adult on the account as a joint owner, or who are 16 years of age or older with an All Access Checking and an adult on the account as a joint owner. X-treme Debit Cards are available to members who are 13– 17 years old who have an adult as a joint owner of the account. Members must have a Share Draft Account to qualify for a Debit Card.
2. With your ATM Card or Debit Card you can make deposits to, withdrawals from, and transfers between your Share Savings and Share Draft Checking Accounts, or make payments on your Credit Union loans at POB locations. You can also obtain cash advances from your Visa credit line with your ATM Card.
3. In addition to the Credit Union-owned ATMs, you can access your accounts at thousands of convenient locations worldwide through our membership in various EFT networks. Some of these locations provide ATMs and some are point-of-banking (POB) facilities.
4. Your ATM Card or Debit Cards can also be used to make purchases at point-of-sale (POS) locations.
5. To protect you from unauthorized use, your ATM Card can only be used with a PIN. Your Debit Card can be used to make purchases with a signature, but can be used at ATMs, POB facilities and for POS transactions only with a PIN. When you receive your Card(s), you can select your own PIN.
6. You should keep your PIN confidential. NEVER write your PIN on your Card(s) and NEVER keep your PIN in the same place as your card. For an explanation of your liability for the unauthorized use of your card, please read the Electronic Funds Transfer Policy in this Document. Certain number combinations have been proven to be more susceptible to fraud; therefore, the Credit Union may restrict the selection of certain PINs.
7. All accounts accessed by your ATM Card or Debit Cards must be under the same member account number. If you have accounts listed under more than one member account number, you must obtain a separate card for them. When you are approved for a Debit Card, anyone on your Share Draft Checking Account can access your Visa credit line by writing a check or initiating a Debit Card transaction that overdraws your available balance in your Share Draft Checking Account. This is true even if not every owner of the Share Draft Account is responsible for repaying amounts owed on the Visa credit account.
8. Your Debit Card can also be used to make purchases at any merchant that accepts Visa Debit Card transactions. You may not use your CU-Extra Debit Card to make purchases in excess of ten thousand dollars (\$10,000) in the aggregate in one day. Transactions completed using your CU-Extra Card and your PIN will not be counted toward this limit. The maximum Point of Sale Terminal purchase using your PIN is \$3,000 per card/per day and \$200 per card/per day for the Student Debit Card.
9. Payments may be made to your Credit Union loans or Visa by deposit or transfer from your Share Savings or Share Draft Checking Accounts. Loan payments may not be made at ATMs.
10. All ATM or POB withdrawals made with your ATM Card or Debit Card using your PIN are immediately deducted from your account. See the Electronic Fund Transfer Policy in this Document for daily limits.
11. The ATM Card and the Debit Cards have transaction fees associated with their use. For further explanation of these fees, refer to the Electronic Funds Transfer Policy located in this Document. For a list of the current fees, refer to the Fee Schedule.
12. If you try to use a card that has been reported lost or stolen, or if you enter an incorrect PIN, the ATM may "capture" your card. If that happens, the Credit Union will not be liable to you for failure to complete the attempted transaction or for any damages you suffer due to the capture of the card.
13. It may be necessary to remove an ATM from service from time to time for repair, servicing, or another reason. The Credit Union will not be liable to you for any damages you suffer because an ATM is not in service.
14. ATM and Debit Cards are not transferable and remain the property of the Credit Union. You agree to destroy or return them to us upon request.
15. If you have authorized a merchant to bill charges to your Debit Card on a recurring basis, it is your responsibility to notify the merchant in the event your Debit Card is replaced, your Account information (such as Debit Card number or expiration date) changes, or your Account is closed. However, if your Debit Card is replaced or your Account information changes, you authorize the Credit Union, without obligation on our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to your Debit Card. You authorize the Credit Union to apply such recurring charges to your Debit Card until you notify that Credit Union that you have revoked authorization for the charges to your Debit Card.
16. Your Debit Card is automatically enrolled in an information updating service. Through this service, your updated Account information (such as Debit Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing the Credit Union to provide updated Account information to a merchant, please contact the Credit Union.

17. The Credit Union may suspend preauthorized recurring charges with merchants if, for example, your Debit Card is lost or stolen, you default, or the Credit Union changes your Account for any reason. If preauthorized recurring charges are suspended, you are responsible for making direct payment for such charges until you contact the merchant to reinstate recurring charges.

## **MOBILE AND ONLINE BANKING**

1. Mobile and Online Banking allows you to access your accounts through the World Wide Web 24 hours a day, 7 days a week.
2. Mobile and Online Banking is accessed through the Internet using a web browser which supports encryption, your Username password (“Login Credentials”) that you select during enrollment.
3. With Mobile and Online Banking you can perform a variety of electronic fund transfers on your account. Transfers using CCU Mobile and Online Banking may be made in accordance with the rules of the relevant accounts. At the present time, using the Login Credentials you select, you may perform the following types of electronic funds transfers through Mobile Banking or Online Banking:
  - Transfers between your account(s) and/or to other member accounts on a one-time or recurring basis
  - Transfers from shares and checking account(s) to your loan and/or credit card account(s) to make a loan and/or credit card payment
  - Transfers from shares and checking account(s) to deposit and investment account(s) at other financial institutions
  - Transfer an advance from your home equity loan to your loan, share or checking account(s)
  - Subscribe to Bill Pay services to allow you to make payments to third parties from your checking account [Note: Refer to the Supplemental Agreement and Disclosure for Corning Credit Union Bill Pay Services for full disclosures.]
  - Schedule recurring transfers and loan payments or future dated transfers
  - Subscribe to External Fund Transfer To/From Another Financial Institution Services to allow you to transfer funds between your eligible CCU account(s) and your verified account(s) at another financial institution [Note: Refer to the Supplemental Agreement and Disclosure for Corning Credit Union External Fund Transfer to/from Another Financial Institution Services for full disclosures.]
  - Subscribe to Check Deposit services to allow you to remotely deposit checks remotely using your scanner or mobile device [Note: Refer to the Supplemental Agreement and Disclosure for Corning Credit Union Check Deposit Services for full disclosures.]
  - Transfer advances from your Visa® Credit Agreement, your Home Equity Line of Credit, your Unsecured Line of Credit, or such other loans or lines of credit as CCU may permit from time to time to your CCU share account used to pay a CCU loan, or other CCU account that has been set up to receive a transfer from you. Each member that is a joint owner on your Share Savings Account is an authorized user with the ability to request cash advances and loan advances through CCU Online Banking on the following loans: Visa loan, your Unsecured Line of Credit, and your Home Equity Line of Credit. Such joint owner may take such advances even if that joint owner is not a co-borrower on the loan. This includes joint members/owners presently on your Share Savings Account and joint members/owners added in the future.
4. In addition, you can use Mobile and Online Banking to make any and all of the following transactions (which are not electronic fund transfers):
  - Inquire about and download account balances and transaction history on your CCU Savings, Checking, Share Certificates, and loan accounts.
  - Sign up for and receive your monthly account statements and receive other electronic notices and documents via the eStatements option [Note: This feature requires separate enrollment eStatements through Mobile or Online Banking.]
  - Perform account maintenance such as viewing and reordering checks; stopping payment on checks; viewing and ordering copies of paid checks; changing email address, mailing address and phone number, and changing your Mobile or Online Banking Login Credentials.
  - Send us secure online messages using the Mobile and Online Banking Message Center.
  - Enroll in free Electronic Alert Services (“Notifications”). This service will inform you by email and/or SMS text message of important activity on your CCU accounts (You are responsible for providing us a current valid email address and/or mobile phone number in order to receive Notifications).
  - Open certain new share accounts.
  - Apply for a loan
  - Download account history to Quicken or CSV file.
  - Additional services and features will be included as they become available.

### **Mobile Banking**

In addition to the above, Mobile Banking allows you to use the Corning Credit Union app to view balances, track recent account activity, for your eligible accounts, make fund transfers from your Mobile Device, and receive alerts for which you have subscribed.

5. Mobile and Online Banking is only available to members in good standing.



6. Each joint owner on your Share Savings Account, regardless of whether he or she is a co-borrower on your Visa Retail Credit Installment Agreement, your Home Equity Line of Credit, your Unsecured Line of Credit, or any other line of credit offered by the Credit Union, is an authorized user with the ability to request Visa cash advances through Mobile and Online Banking. This includes joint members/owners presently on your Share Savings Account and joint members/owners added in the future.
7. Any fees associated with Mobile and Online Banking are listed in the Fee Schedule.

### **BILL PAY SERVICE**

The Bill Pay Service offers you the convenience of making bill payments to almost anyone electronically through the Internet. You can make one-time payments or you can set up recurring payments to occur on a weekly or monthly basis. You can also track the status of your payments.

To enroll for Bill Pay, you must be a member of the Credit Union in good standing, be enrolled in our Mobile and Online Banking service, and have a Share Draft Checking Account.

You can enroll for Bill Pay through your Mobile and Online Banking account. Please review full details concerning terms and conditions of use, as well as any fees pertaining to the service when you enroll.

As an extra service, two day or overnight payments can be made using the Rush service within Bill Pay. See the Fee Schedule for a listing of fees associated with Rush payments.

### **CHECK DEPOSIT SERVICE**

The Check Deposit Service offers you the convenience of depositing checks to your savings or checking account through a mobile device or desktop scanner. You can deposit one check or multiple checks at one time up to a specified deposit limit without ever having to mail a check or visit a branch. The funds deposited through the Check Deposit Service will be made available in accordance with the terms and conditions of the Check Deposit Services Agreement and the Check Deposit Service section of our Funds Availability policy set forth in this Membership Disclosure.

To enroll for the Check Deposit Service, you must be a member of the Credit Union in good standing, at least 18 years of age and be enrolled in our Mobile and Online Banking service. Please review full details concerning terms and conditions of use when you enroll.

### **EXTERNAL FUND TRANSFER TO/FROM ANOTHER FINANCIAL INSTITUTION SERVICE**

The External Fund Transfer To/From Another Financial Institution Service allows you on a one time, future or reoccurring basis: (1) to request a transfer of funds from an Eligible CCU Account(s) to a verified external account at a U.S. financial institution; or (2) to receive a payment from a verified external account into an Eligible CCU Account or loan.

To use the External Fund Transfer To/From Another Financial Institution Service, you must be a member of the Credit Union in good standing, be at least 18 years of age and be enrolled in our Mobile and Online Banking Service. Please review full details concerning the terms and conditions of use when you enroll.

### **SEND MONEY**

The Send Money service powered by PayPal® allows you to send money to anyone, member or non-member, anywhere in the world. You can send money to friends, family, or a merchant for goods and services, up to a specific limit. The recipient of the funds must have a PayPal account to claim the funds.

To use the Send Money service, you must be a member in good standing, have a CCU checking account and be enrolled in our Mobile and Online Banking service. Please review full details concerning terms and conditions of use when you access the service for the first time.

### **ACH ORIENTATION RULES**

The ACH Origination service is available to all members in good standing, who choose to have funds electronically transmitted through the Automated Clearing House (ACH) network. Once you have filed the appropriate authorization with the Credit Union, we will act as the 'Originator' of the transaction(s). Origination of these entries must comply with the provisions of US Law as enforced by the US Treasury Department Office of Foreign Assets Control (OFAC).

### **Debit Entries**

Debit entries are transactions originated through the ACH network intended to debit your Savings or Share Draft Checking Account at a participating financial institution, for credit to your Credit Union Savings/Share Draft Checking Account or Loan.

**Debit Entries are subject to the following rules:**

1. The effective entry date of the transaction(s) will be the date selected by you on the authorization form. If the effective entry date in any given month falls on a weekend or Federal Holiday, the effective entry date will change to the next business day unless otherwise indicated on the authorization form.
2. Credit to your Credit Union account or loan is considered provisional and will be reversed if the entry is returned unpaid by the financial institution.
3. If the entry is returned for "insufficient" or "uncollected" funds, the Credit Union will resubmit the entry a second time. If this entry is returned unpaid, the provisional credit will be reversed.
4. The Credit Union reserves the right to cancel your ACH transaction if your entry(s) is returned unpaid for 3 consecutive cycles (effective entry dates). You will receive a notice of cancellation and will be required to complete a new authorization if you wish to send an ACH transaction.
5. Entries returned as "payment stopped," "unauthorized" or "closed account" will be considered your notice of cancellation and will result in revocation of your authorization.

**Credit Entries**

Credit entries are transactions originated through the ACH network intended to credit your account/loan at a participating financial institution by debiting your Credit Union Savings/Share Draft Checking Account.

**Please note:** The Credit Union cannot originate credits posting directly to loans at another financial institution. The funds need to post to either a savings or checking account and you must make the necessary arrangements to transfer your loan payment(s) from that account.

**Credit Entries are subject to the following rules:**

1. The effective entry date of the transaction(s) will be the date selected by you on the authorization form. If the effective entry date in any given month falls on a weekend or Federal Holiday, the effective entry date will change to the next business day unless otherwise indicated on the authorization form.
2. Overdraw protection will apply for entries debited to your Credit Union Share Draft Checking Account and any associated fees will be assessed as outlined in the Overdraw Protection section and Fee Schedule.
3. Debits to your Credit Union Savings and/or Share Draft Checking Account(s) which would cause an insufficient balance will be subject to the insufficient funds fee as outlined in the Fee Schedule and the out-bound credit entry created by the transaction will be reversed.
4. If the reversal entry is returned unpaid by the receiving financial institution, the Credit Union will debit the amount of the entry to the Credit Union source account. If this debit results in a negative balance in your account, in addition to any other rights the Credit Union may have, the negative balance must be corrected within 10 business days or your ACH transaction will be terminated and you must sign a new authorization if you choose to continue the service.
5. The Credit Union reserves the right to cancel your ACH transaction if your entry would result in an insufficient balance in your account for 3 consecutive cycles (effective entry dates). You will receive a notice of cancellation and will be required to re-enroll if you choose to continue participation in the program.

**DIRECT DEPOSIT**

Direct Deposit offers you the convenience of having your funds deposited directly to your account on your pay day. This is available to members whose employers participate in a direct deposit program and those who receive federal recurring payments.

**OVERDRAW PROTECTION ON SHARE DRAFT CHECKING ACCOUNTS**

An overdraft (also known as an overdraw) occurs when you do not have enough available funds in your Share Draft Checking Account (Checking Account) to cover a transaction, but we pay it anyway. If an overdraft occurs, the Credit Union has several Overdraw Protection programs to assist you if you qualify, and we agree to provide them to you. The first three, Basic Overdraw Protection; Standard Overdraw Protection; and Alternative Overdraw Protection are linked to your Share Savings Account and/or your Visa Credit Card account and are available to cover a Share Draft Check, recurring Debit Card transaction (those Debit Card transactions coded by the merchant as recurring, for example streaming services, gym memberships and some utility payments), or ACH transaction (collectively an "account debit request") when there are not enough available funds in your Checking Account when the account debit request is made. The final program, Enhanced Overdraw Protection, is also available to cover an account debit request when there are not enough available funds in your Checking Account when the account debit request is made. Enhanced Overdraw Protection is also available for one-time (individual, non-recurring) Debit Card and ATM transactions; however, you must provide consent (opt-in) to receive the EOP service for those transactions. Below is a detailed description of each Overdraw Program, followed by a section that sets forth how the Credit Union calculates your balance to determine whether there are enough available funds in your account to pay account debit requests that are presented for payment from your Checking Account. That section is followed by a description of how transactions are posted to your account. Please note, the Credit Union pays overdrafts at its discretion and reserves the right to reject an account debit request or return an item and charge you an insufficient funds (NSF) fee in the event your Checking Account does not have enough available funds in your account to cover a transaction. You agree the Credit

Union may apply funds deposited to your account(s) to your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security.

1. **Basic Overdraw Protection (“BOP”):** BOP comes with all Checking Accounts unless you opt out of the service. If you opt out of BOP, you are also opting out of EOP. With BOP, if an account debit request is made, and there are not enough funds in your Checking Account to pay it, the Credit Union will make a transfer from your Share Savings Account (under the same member account number) to your Checking Account for the exact amount necessary to pay the account debit request. If this occurs, you will incur an Automatic Share Transfer Fee, which will also be automatically transferred from your Share Savings Account to your Checking Account. The amount of Automatic Share Transfer Fee is subject to change and is set forth in the Corning Credit Union Account/Service Fee Schedule (Fee Schedule). No transfer will be made, and the account debit request will be rejected or returned for insufficient funds, if the Share Savings Account contains insufficient funds to make the transfer to pay the account debit request and still maintain at least a \$5.00 balance in the Share Savings Account. See the Electronic Fund Transfer Policy for more information about this type of transfer. However, a Debit Card transaction that is authorized when there are sufficient funds in your accounts to pay the amount requested, but posted for payment when you do not have sufficient funds in your accounts to pay the amount requested, will be posted to your account and will create a negative balance in your Checking Account.
2. **Standard Overdraw Protection (“SOP”):** If you have a Visa Credit Card Account (Credit Card Account) at the Credit Union, you may elect to have SOP instead of BOP or Alternative Overdraw Protection (described below). With SOP, if an account debit request is made and there are not enough funds in your Checking Account to pay it, the Credit Union will make a cash advance under your Visa Consumer Credit Card Agreement (Credit Card Agreement), up to your available credit limit, and transfer that amount to your Checking Account for the exact amount necessary to pay the account debit request. There is no fee for obtaining a cash advance under your Credit Card Agreement, however Finance charges will accrue in accordance with terms of your Credit Card Agreement. If your available credit limit on your Credit Card Account is insufficient to pay the account debit request, the Credit Union will make a transfer for the remaining amount necessary to pay the account debit request from your Share Savings Account (under the same member account number) to your Checking Account. If this occurs, in addition to the Finance charges associated with the cash advance from your Credit Card Account, you will incur an Automatic Share Transfer Fee which will be automatically transferred from your Share Savings Account to your Checking Account. The amount of this fee is subject to change and is set forth in the Fee Schedule. No transfer will be made, and the account debit request will be rejected or returned for insufficient funds, if either (i) the combination of the funds in your Share Savings Account and the available balance under your Visa Retail Installment Credit Agreement is insufficient to pay the account debit request and still maintain at least a \$5.00 balance in the Share Savings Account. See the Electronic Fund Transfer Policy for more information about this type of transfer. However, a Debit Card transaction that is authorized when there are sufficient funds in your accounts to pay the amount requested, but posted for payment when you do not have sufficient funds in your accounts to pay the amount requested, will be posted to your account and will create a negative balance in your Share Draft Checking Account.
3. **Alternative Overdraw Protection (“AOP”):** If you have a Credit Card Account at the Credit Union, you may elect to have AOP instead of BOP or SOP. With AOP, if an account debit request is made and there are not enough funds in your Checking Account to pay it, a transfer will be made from your Share Savings Account (under the same member account number) to your Checking Account for the exact amount necessary to pay the account debit request. If this occurs, you will incur an Automatic Share Transfer Fee which will be automatically transferred from your Share Savings Account to your Checking Account. The amount of this fee is subject to change and is set forth in the Fee Schedule. If the balance in your Share Savings Account is insufficient to pay the account debit request and maintain at least a \$5.00 balance in your Share Savings Account, the Credit Union will then make a cash advance under your Credit Card Agreement, up to your available credit limit, and transfer that amount to your Share Draft Checking Account for the remaining amount necessary to pay the account debit request. In addition to the Automatic Share Transfer Fee, Finance charges for the amount of the cash advance will accrue in accordance with terms of your Credit Card Agreement. No transfer will be made, and the account debit request will be rejected or returned for insufficient funds, if either (i) the combination of the funds in your Share Savings Account and the available balance under your Visa Retail Installment Credit Agreement is insufficient to pay the account debit request and still leave at least a \$5.00 balance in your Share Savings Account. See the Electronic Fund Disclosure Statement for more information about this type of transfer. However, a Debit Card transaction that is authorized when there are sufficient funds in your accounts to pay the amount requested, but posted for payment when you do not have sufficient funds in your accounts to pay the amount requested, will be posted to your account and create a negative balance in your Share Draft Checking Account.
4. **Enhanced Overdraw Protection (“EOP”):**
  - EOP is available on Checking Accounts that are open at least 90 days and are in good standing. EOP is not available of Minor Accounts.
  - In the event you exhaust all other Overdraw Protection options that apply to your account, the Credit Union may, at its option, return, reject or decline account debit requests for insufficient funds and charge you an NSF fee in accordance with our fee schedule. In the alternative, under our EOP service, the Credit Union may attempt to pay, when possible, Share Draft Check, recurring Debit Card transactions (those Debit Card transactions coded by the merchant as recurring, for example streaming services, gym memberships and some utility payments), or ACH transactions (presented against

insufficient available funds in your Checking Account) and charge you an EOP fee. EOP will allow you to overdraw your Checking Account (putting your Checking Account in a negative balance) up to a limit as determined by the Credit Union. Your EOP limit is subject to change at the discretion of the Credit Union. If you believe an overdraft situation is likely, you should contact us for your specific EOP limit. You must deposit the funds to bring your Checking Account back to at least a zero balance within 3 business days. If your Checking Account is in the negative for 30 or more consecutive days, the Credit Union may suspend your EOP until your Checking Account is brought to at least a zero balance. The Credit Union pays overdrafts under the EOP service at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction even if we have paid such overdrafts under EOP in the past. EOP may be withdrawn or withheld by the Credit Union at any time without prior notice, reason or cause.

- **Availability for one-time (individual, non-recurring) Debit Card and ATM transactions:** EOP is also available for one-time individual, non-recurring) Debit Card and ATM transactions; however, you must provide consent (opt-in) to receive the EOP service for those transactions. Otherwise, the Credit Union will not authorize and pay overdrafts that result from the one-time (individual, non-recurring) Debit Card or ATM transactions. If you would like to opt-in to EOP to cover one-time Debit Card or ATM transactions, please visit our website, visit any of our branches, or call us at 607-962-3144 or 800-677-8506. Your consent (opt-in) will apply to all checking accounts under your account number. A separate opt-in is required for each additional account number.
- The amount of the EOP fee is subject to change and is set forth in the Fee Schedule. A separate EOP fee will be charged for each overdraft the Credit Union pays under the EOP service. An EOP fee will not be charged for any Debit Card transaction that is authorized and paid, using your EOP limit, which further reduces your Checking Account balance into the negative by \$15.00 or less. The Credit Union may pay Share Draft Check, recurring Debit Card transactions, ACH transactions, as well one-time (individual, non-recurring) debit card and ATM transactions (if applicable) up to your authorized EOP limit. Transactions in excess of your EOP limit will be assessed an NSF fee as set forth in our Fee Schedule. The EOP fee may be charged against your Checking Account or any other of your accounts as allowed by law. You must pay any court costs and legal expenses (including reasonable attorneys' fees) which the Credit Union incurs in connection with collecting any overdraft or ACH transaction which it pays under EOP and is not repaid by you within the time limits specified.
- You can opt-out of EOP for checks, ACHs, recurring debit card transactions, as well one-time (individual, non-recurring) debit card and ATM transactions (if applicable), by visiting our website, visiting any of our branches, or calling us at 607-962-3144 or 800-677-8506. The Credit Union will discontinue EOP for you within 5 business days of receipt of your request.

#### **Balance used to determine if sufficient funds are available to cover a transaction so an overdraft does not occur**

Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at an ATM, by phone, or by visiting a branch. It is very important to understand how the two balances work so that you know how much money is in your account at any given time.

**Your actual balance** is the amount of money that is actually in your account at any given time based on transactions that have "posted" to your account but it does *not* include transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to-date display of funds available to pay items presented against your account, this is not always the case. Your "actual balance" disregards any holds that have been placed on your account, and does not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not posted to your account.

**Your available balance** is the amount of money in your account that is available to pay items presented without overdrawing your account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds for other reasons, and holds for pending transactions (such as pending debit card purchases) that have been authorized but have not yet posted to your account. For example, assume you have an actual balance of \$100 and an available balance of \$100. If you were to use your debit card at a restaurant to purchase dinner for \$40 (without a tip), the merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$40. Your actual balance would still be \$100 because the transaction has not yet posted, but your available balance would be \$60 because we have been notified that there will be a \$40 charge to the restaurant. When the restaurant submits its charge for payment (which could be a few days later and could include a tip), we will post the transaction to your account and your actual balance will be reduced by the amount of the charge to the restaurant (plus any tip). The \$40 hold will be released around the same time, but not necessarily at exactly the same time.

We use your **available balance** when determining whether sufficient funds are available when transactions attempt to clear your account. If a transaction that attempts to clear your account would exceed your available balance and overdraw your account, we will determine whether to pay the transaction under BOP, SOP, AOP and (if applicable) EOP or we may return or reject the transaction for insufficient funds. The following examples illustrate how this works for each overdraft protection plan: *For each example assume your actual balance and available balance are both \$200 and you swipe your debit card at a restaurant for \$90. A hold (for the \$90) is placed on your account so your available balance is only \$110. Your actual balance is still \$200. Before the restaurant charge is sent to us for processing, a check that you had previously written for \$150 attempts to clear through your account. Because you only have \$110 available (there is a hold on your account for the pending restaurant charge for \$90), when the \$150 check attempts to clear your account, the transaction would exceed your available balance and overdraw your account.*

*BOP Example*

From the above facts, if there are enough available funds in your Share Savings Account, the Credit Union will transfer \$40, plus the Automatic Share Transfer Fee, from your Share Savings Account to your Checking Account and pay the \$150 check.

#### *SOP Example*

From the above facts, the Credit Union will make a \$40 cash advance under your Credit Card Agreement and transfer the \$40 to your Checking Account and pay the \$150 check. If, for example, there is only \$20 in remaining credit available on your Credit Card Account, the Credit Union will first make a \$20 cash advance under your Credit Card Agreement and transfer that amount to your Checking Account. The Credit Union will then transfer \$20, plus the Automatic Share Transfer Fee, from your Share Draft Savings Account to your Checking Account and pay the \$150 check.

#### *AOP Example*

From the above facts, the Credit Union will transfer \$40, plus the Automatic Share Transfer Fee, from your Share Savings Account to your Checking Account and pay the \$150 check. If, for example, there is only \$20 in available funds in your Share Savings Account and the amount of the Automatic Share Transfer Fee is \$3.00, the Credit Union will transfer \$20 (\$17.00 plus the \$3.00 Automatic Share Transfer Fee) from your Share Savings Account to your Checking Account. The Credit Union will then make a \$23 cash advance under your Credit Card Agreement and transfer that amount to your Checking Account and pay the \$150 check.

#### *EOP Example*

From the above facts, if all other applicable overdraft protections programs are exhausted, the Credit Union may pay the \$150 check, and put your Checking Account in the negative -\$40 for the amount used to pay the check. The EOP fee will then be deducted from your Checking Account, further reducing your balance.

It is very important to understand that you may still overdraw your account even though the available balance appears to show that there are sufficient funds to cover a transaction that you want to make. This is because while your available balance reflects holds on deposits and pending transactions, it may not reflect all of your outstanding checks, bill payments, or other transactions that you have authorized but have not yet paid (or pre-authorized) from the account. In the examples above, the outstanding check will not reduce your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, debit card authorization holds will affect your available balance. A debit card authorization hold occurs when you use your debit card to conduct a Signature or "Credit" transaction (i.e., you do not enter your PIN), merchants will use electronic networks to verify your account balance and obtain authorization (usually for the amount of the purchase total) from the Credit Union prior to completing each transaction. This amount is placed on hold (an "authorization hold") and removed from your available balance immediately. The hold is released when the transaction is paid from your account if the merchant submits the transaction to us for payment within three (3) business days. If a merchant obtains our prior authorization but does not submit the debit card transaction for payment within three (3) business days of the authorization, we must release the authorization hold on the transaction. The available balance would not be reduced by the amount of this transaction from the time the hold has been released until we receive the transaction from the merchant and pay the transaction from your account. This could be up to 180 days from the time of the transaction. Debit card authorization holds only apply to debit card transactions when you sign your name or do not enter a PIN. For example, a debit card purchase made at a restaurant or with an online merchant would be treated as a Signature/Credit transaction and would be subject to an authorization hold. Debit card purchases and ATM withdrawals made using a PIN subtract the funds immediately from your account (except for when you use your PIN at a gas station). In some cases, the debit hold may not equal the amount of the final transaction as some transactions require a merchant to obtain authorization prior to the full amount of the transaction being known. Some common examples include purchases made at gas stations, restaurants, hotels or for car rentals. For example if a transaction conducted at a restaurant that is paid with a debit card as a Signature/Credit transaction where the merchant completes the transaction for the cost of the meal and then you add the tip to the transaction after the initial transaction has been authorized. A second authorization will not be completed and the debit card authorization hold amount will be for the cost of the meal, but the final amount of the debit transaction that will post to your account will be for the cost of the meal plus the tip. Another example is a Signature/Credit transaction completed at a gas station. The gas station merchant will typically request authorization for a nominal amount, say \$5, prior to the transaction being authorized, since neither you nor the gas station merchant knows the exact amount of the transaction. A second authorization will not be processed by the gas station merchant and the debit card authorization hold amount will be for \$5, but the final amount of the debit transaction will be for the actual cost of transaction.

### **How transactions are posted to your account**

There are two main types of transactions in your account—credits (deposits) of money into your account and debits (payments or withdrawals) out of your account. It is important to understand how each transaction is handled so that you know how much money you have available for use in your checking account at any given time. The information below describes how we handle credits and debits to your account and the resulting impact on your available balance. The information is a general description of how certain types of transactions are posted. We may receive multiple deposit and withdrawal transactions on your checking account in many different forms throughout each day. This means that you may be overdrawn and charged more than one fee under BOP, SOP, AOP and if applicable, EOP if we pay multiple transactions when there aren't sufficient available funds in your account to cover each transaction as they attempt to clear your account during a given business day. We reserve the right to modify the posting schedule without prior notice to you.

**Credits (Deposits)** - Most deposits are added to the actual balance of your account on the first business day after we receive them. Funds from your deposits are added to your available balance in accordance with our Funds Availability Policy set forth in these Member Services Disclosures and the Check Deposit Services Agreement

**Debits (payments or withdrawals)** - You can make several types of debit transactions from your account that are generally described below. There are many ways transactions are presented for payment by merchants and other financial institutions and we are not necessarily in control of when transactions are received and posted to your account. In addition, the order in which debit transactions are paid from your account might not be the same as the order in which you completed those transactions. For example, when you write a check to pay a merchant, the merchant might not present the check to us for payment until several days later. Debits are paid in the following order:

1. We generally pay the following debit transactions on the date and time that they occur and are posted in the order they are received: In-person checks and withdrawals conducted at a Corning Credit Union branch; Transfers initiated through Dial Accounts Direct, Online Banking, Mobile Banking, or Telephone; Return deposit items; ATM transactions; Point-Of-Sale (POS) debit card transactions (using your PIN); In-person or telephone wire transfers (Wire Transfer requests received through the mail are processed upon receipt or upon requested future date); Transfer requests, payments, or similar account withdrawals received through the mail are processed upon receipt or upon requested future date; Automated Clearing House (ACH) items are posted with credits (deposits) first and then debits (withdrawals) in order of receipt from 3rd party ACH originators. If multiple batches of ACH items are received on a given business day, the debits are grouped and then posted in order from low to high.
2. Checks not presented in-person at a Corning Credit Union branch are paid from lowest to highest amount when received from our 3rd party vendor.
3. Bill Payment transactions are posted based on the date/time they are submitted by you.
4. Debit card transactions used as a credit card are posted in the order presented by merchants.
5. Pre-authorized payments or transfers between Corning Credit Union accounts are posted from lowest to highest amount

IF YOU HAVE ANY QUESTIONS CONCERNING OVERDRAFTS OR ANY OF OUR OVERDRAW PLANS, PLEASE CALL US AT 607-962-3144 or 800-677-8506.

## VII. ADDITIONAL RULES

### **INSUFFICIENT FUNDS TO PAY CHECKS AND OTHER ITEMS**

If the available funds in your checking or savings account are not sufficient to pay a check or other item presented on the account, we may return it for insufficient funds, and you will be charged an insufficient funds (NSF) fee (as set forth in the Fee Schedule) for the dishonored check or item. You may be charged a separate insufficient funds fee each time a check or other item is presented for payment, even if the same check or other item is presented for payment multiple times. You understand that we have no duty to notify you if there are insufficient funds in your account to pay your check or other items drawn on your account. If we pay a check or transfer that exceeds the available balance in your account, you agree to repay us the amount of the paid check or transfer plus and fee/charge for that service immediately unless the Member Services Disclosure or other contract with you provide otherwise. The Credit Union reserves the right to pay a check or transfer that exceeds your balance at its discretion, and therefore if we do so on one occasion it does not mean we will do so in the future. If we charge an account you have with us for any obligation you owe, you understand the balance may then be insufficient to pay a check or item drawn on the account and we may rightfully refuse to pay the check or item for insufficient funds and charge you an insufficient fund fee(s) for the dishonored check or item. If the Credit Union is repeatedly presented with checks or other items drawn on your account for insufficient funds, we may consider that as account abuse and may terminate the account.

### **INACTIVE ACCOUNTS**

1. An inactivity fee will be automatically assessed on member account number(s) if (a) the combined balances of all accounts owned by the prime member or joint member(s) on that member account number are less than \$1000 in all accounts or joint accounts in his, her or their name; and (b) and there has been no account activity by the prime member or joint member(s) in that account or any other account for the previous 12 months. Account activity is defined as a transaction that changes an account balance including a loan transaction, deposit, or withdrawal. Receipt of dividends or cashing of checks does not constitute account activity. Any member who has at least one account with activity will not be charged the inactivity fee. The inactivity fee will be charged every three months during the period of inactivity and will be deducted automatically from the inactive account. If an inactive account balance falls to \$0.00 or below, it may be closed. This fee does not apply to any member who is less than 18 years of age. This fee will not be charged on Custodial, Guardianship, Estate, Revocable Trust, Irrevocable Trust or Trust Under Will accounts.
2. If you make no deposits to or withdrawals from your Share Draft Checking Account for three consecutive months and the balance in your account is less than \$100, the Credit Union may close your Share Draft Checking Account and transfer any funds in it to your Share Savings Account.

3. If the balance in your Share Draft Checking Account is zero for at least 45 consecutive days, the Credit Union may close your Share Draft Checking Account.
4. You are subject to your state's abandoned property laws. You must make deposits to or withdrawals from your accounts, or notify the Credit Union in writing that the account exists within the periods specified by your state's abandoned property law. If you fail to do so, the Credit Union may be forced to turn over the funds in that account to your state and the Credit Union may impose a service charge (Abandoned Property Fee). The non-refundable Abandoned Property Fee is set forth in the Fee Schedule, and will be imposed in the normal course of business.

### **SERVICE FEES**

You will pay any fees the Credit Union may charge to cover its cost of performing certain services for you. A list of current fees is provided when you open your account. The Credit Union may change the fees at any time without your approval or prior notice except to the extent notice is required by law. The Credit Union may pay the fees you owe by deducting them from any of your accounts at the Credit Union.

### **CHARGES**

A listing of the amount of the fees discussed below is included in the Fee Schedule.

1. **Deposits:** No transaction fee will be charged for deposits at an ATM or POB facility made to your accounts. No transaction fee will be charged for deposits at a POB facility when making a loan payment. If a check you deposit in an ATM or POB facility is returned unpaid, you will be charged the fee normally charged by the Credit Union for the deposit of a check against insufficient funds plus a fee equal to the amount charged the Credit Union by the owner of the ATM or POB facility (if the deposit is at a non-Credit Union-owned ATM).
2. **Withdrawals:** A fee will be charged for each withdrawal you make with your ATM Card or Debit Card at an ATM or POB facility not owned by the Credit Union (called "nonproprietary facilities"). The fee will be charged to the account from which the funds are being taken. This fee will not be charged to members holding a Share Draft Advantage Checking Account. You will not be charged a fee for withdrawals or advances made from your Credit Union accounts at ATMs the Credit Union owns. (For the location of ATMs the Credit Union owns, contact any Credit Union office or visit our website.) When you use an ATM not owned by the Credit Union to make a withdrawal, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a withdrawal or any type of fund transfer. The ATM operator will disclose the fee that would be charged before the transaction is completed and you will be given the option of continuing the transaction or canceling the transaction.
3. **Transfers/Inquiries:** A fee will be charged for each transfer and each inquiry you make with your ATM Card, Debit Card and Visa Card at a nonproprietary ATM or POB facility. For transfers, the fee will be charged to the account into which the funds are being transferred. For inquiries, the fee will be charged to the account on which the inquiry is made. The fee WILL NOT be charged for transfers or inquiries made at ATMs the Credit Union owns. For the location of ATMs the Credit Union owns, contact any Credit Union Office or visit our website. This fee will not be charged to members holding a Share Draft Advantage Checking Account.
4. **Point of Sale (POS) Transactions:** Fees for transactions at non-proprietary ATMs and Point of Banking facilities (POB) are disclosed in the Fee Schedule. A fee will not be charged to members holding a Share Draft Advantage Checking Account.

### **STATUTORY LIEN**

Under the Credit Union's Bylaws and the Federal Credit Union Act (12 U.S.C. Section 1757 (11)), the Credit Union has the right to impress and enforce a statutory lien against your shares and dividends, including accounts on which you are a joint owner, in the event of your failure to satisfy a financial obligation to the Credit Union. The Credit Union may enforce that right by applying the balance of shares and dividends in your account(s) at the time of that default in order to satisfy your obligation. You hereby provide your express consent to the Credit Union to charge against any balance in any of your Credit Union accounts, including otherwise statutorily protected funds that may not otherwise be available by legal process, to liquidate any CCU indebtedness. In regard to those funds that have statutory protection, you may withdraw your express consent for the Credit Union to apply such funds to pay any such indebtedness by notifying the Credit Union in writing. We may exercise this right without further notice to you. However, shares that you have in any account that would lose special tax treatment under any law, if subject to this provision, are excluded from this provision.

### **COSTS OF COMPLIANCE AND COLLECTION**

You must reimburse the Credit Union the cost of complying with legal process (such as restraining notices, levies and executions, summonses and subpoenas) served with respect to your account. You must also reimburse the Credit Union for any expenses it incurs, including court costs and attorneys' fees, in connection with enforcing its rights, including but not limited to collecting any negative balances in your account(s).

### **ADDRESS CHANGES**

Whenever you or your family members have a change of address or telephone number, you must notify the Credit Union in writing, over the phone, or by any other means the Credit Union makes available to you, immediately. You may be charged a monthly fee on each account for which your address is invalid.

## **SHARE INSURANCE**

Member accounts are federally insured by the National Credit Union Share Insurance Fund to the extent permitted by law.

## **FEDERAL INSURANCE**

Coming Credit Union savings accounts are federally insured by the National Credit Union Share Insurance Fund up to the limit specified in applicable regulations.

## **ACCOUNT VERIFICATION/CONSUMER REPORTS**

We may, at our discretion, obtain consumer reports and otherwise verify personal information supplied by you, either directly or through an outside agency retained by us. If you ask, we will tell you whether or not a consumer report was requested and, if one was requested, we will give you the name and address of the consumer reporting agency that furnished the report. Your accounts are not negotiable and are not transferable except on our books.

## **MONEY OWED TO THE CREDIT UNION**

If you owe the Credit Union money, the Credit Union can use funds in any account owned by you to repay your debt to the extent permitted by law. This does not apply to any accounts which would lose special tax treatment if they were subject to this provision except Share Draft Advantage Checking Accounts. If the Credit Union uses funds in your account to repay your debts, it will not be liable to you if it dishonors Share Draft Checks or fails to authorize Debit Card transaction(s) which would overdraw your account as a result. The Credit Union is not obligated to use funds in your account before seeking repayment of your debts by other means.

## **TRANSFER TO NEGATIVE ACCOUNTS**

Pursuant to the Credit Union authority to receive payments on shares (12 U.S.C Section 1757(6)) and its incidental powers clause (12 U.S.C. Section 1757(17)), if any of your accounts become negative (including those on which you are joint) due to fees or charges being imposed as a result of your activities (i.e., insufficient fund checks or returned ACH transfers), the Credit Union reserves the right to transfer funds from any other account you have with the Credit Union to cover all or a portion of the negative balance. If the Credit Union uses funds in an account to cover the negative balance of another account, it will not be liable to you if it dishonors Share Draft Checks or fails to authorize Debit Card Transactions that overdraw your account as a result.

## **STOP PAYMENT – CASHIER’S CHECKS**

You may stop payment on a check drawn on your account only if we have not accepted, made final payment or otherwise become accountable for the item, except to the extent otherwise provided by law. If we certify your check or withdraw funds from your account and issue a Cashier’s Check to the party you specify, the Credit Union becomes accountable for the item and you may not stop payment of the item. The one exception to that rule is that if at least 90 days have passed since the check was issued and you sign an affidavit in the form required by the Credit Union verifying that the check was destroyed, lost, or stolen, you may order the Credit Union to stop payment on the Cashier’s Check. This exception does not apply to Credit Union checks issued by a Credit Union branch located in Pennsylvania. If the Credit Union suffers any loss or expense as a result of honoring your stop payment order, you agree to reimburse the Credit Union the amount of its loss or expense.

## **STOP PAYMENT - ACH PRE-AUTHORIZED DEBIT REQUESTS**

If you have authorized a third party to withdraw funds from your account using a preauthorized electronic funds transfer, you can request the Credit Union to stop the preauthorized debit. This stop payment will remain in effect until you (the receiver) withdraw the stop payment order. It is the account holder’s responsibility to notify the named company of the cancellation. In the event the company submitting the debit request changes its company identification number in the ACH transaction, the preauthorized debit will clear your account and you will need to submit a new ACH stop payment request with the new identification information. You will be charged the fee indicated in our fee schedule for each stop payment request.

# **VIII. MISCELLANEOUS**

## **POWER OF ATTORNEY**

Coming Credit Union accepts Powers Of Attorney that are made in writing acceptable to the Credit Union for transacting of business on accounts. We require a notarized document. A POA with proper authorization is permitted to perform telephone and other electronic transactions in certain circumstances, provided the POA has the correct PIN, password, security identifier or similar access code. Coming Credit Union may rely on a Power of Attorney until it has received a written revocation. However, Coming Credit Union may, in its sole discretion, accept an oral revocation of a Power of Attorney.

## **BUSINESS DAYS**

Our business days are Monday through Friday, excluding Holidays recognized by the Credit Union. Month end is processed on the last day of the month. All electronic payments, excluding electronic mortgage payments, processed by the last day of the month will



be reflected on the current month statement. Electronic mortgage payments (payments made using D.A.D. or Mobile and Online Banking) processed after 5:00 p.m. on the last business day of the month will be treated as if they occurred on the first day of the next month and will be reported on the statement applicable to the next month. If having a record of the date on which you make a mortgage payment is important to you for income tax reporting purposes, you may want to make the payment on or before the close of the last business day of December to make sure it will appear on your final statement of the year.

#### **TERMINATION OF AGREEMENT**

The Credit Union may terminate this Agreement at any time without prior notification.

#### **CHANGES TO THESE RULES**

The Credit Union may change these rules at any time and may let you know of changes by providing notice to You as may be required by law.

## **IX. ADDITIONAL POLICIES**

### **ELECTRONIC FUNDS TRANSFER POLICY**

The following information describes the various types of electronic fund transfers which are available to members and your rights and responsibilities concerning those transactions, including your rights under the Electronic Funds Transfer Act. Please read this document carefully. Some information may not pertain to you.

Electronic fund transfers are deposits to, withdrawals from, or transfers between your accounts which are not originated by check, draft or similar paper instrument (although may include a transfer made after your paper check has been converted to an electronic check). If your account(s) involves such transfers, you have certain rights under the law, which are described below. Please contact us at the telephone number or address listed in section titled "In case of errors or questions about electronic transfers" if you have any questions or problems.

#### **Types of Electronic Fund Transfers Available**

1. **Preauthorized Deposits:** You can arrange to have amounts which are regularly paid to you deposited directly to your Share Savings or Share Draft Checking Account. You may call us at 607- 962-3144 or 800-677-8506 to find out if a preauthorized deposit has been made.
2. **Preauthorized Transfers to Third Parties:** You may authorize automatic transfers (withdrawals) from your Share Savings or Share Draft Checking account to third parties. The authorization must be in writing. A copy of the authorization must be provided to you by the party you authorize to receive transfers from your account. If your preauthorized transfer varies in amount from the previous transfer relating to the same authorization or the preauthorized amount, the third party must give you written notice of the amount and the scheduled date of the transfer at least ten (10) days in advance.
3. **Preauthorized Transfers and Direct Deposit Posting Schedule:** All electronic deposits and withdrawals related to a direct deposit or a preauthorized payment that is received through the ACH network will be posted on the date of settlement prior to opening for business with the exception of any transaction that has been coded as an International ACH Transaction (IAT). Due to the additional processing required for an IAT entry, posting may be delayed to the end of the business day. If the funds are not available for a preauthorized transfer, and all overdraft protection options have been exhausted, then the transfer request will be returned NSF and a fee may be assessed.
4. **Automated Teller Machine (ATM) Services and Point of Banking (POB) Facilities:** With your ATM Card, CU-Extra Debit Card or X-treme Debit Card and PIN you may perform transactions at ATMs and POB facilities. At any designated ATM or POB facility, you may make cash withdrawals from or transfers between your Share Savings and Share Draft Checking Accounts under the same member account number. You can make deposits to your Share Savings and Share Draft Checking Accounts with participating ATMs. At POB facilities you can cash payroll or government checks.
5. **Point of Sale (POS) Facilities:** You can use your ATM Card or Debit Card to pay for purchases at places that have agreed to accept your card. Merchants may permit you to receive cash back in excess of the purchase amount as part of the transaction. The Credit Union is not responsible if any party refuses to accept your card(s).
6. **Dial Accounts Direct (D.A.D.) Audio Response System:** With your PIN and a touch tone telephone, you can make the following transactions at any time, 24 hours per day: balance inquiries; check clearing inquiries; transfers from one of your Credit Union accounts to another of your accounts; loan/Visa payments to the Credit Union from one of your Credit Union accounts; check withdrawals from one of your Credit Union accounts; or advances under your Visa Retail Installment Credit Agreement, Home Equity Line of Credit, or Unsecured Line of Credit deposited into any of your deposit accounts or loans.
7. **Mobile and Online Banking:** With access to the Internet, and your Login Credentials you select, you can perform the following transactions using Mobile and Online Banking: transfers from one of your Credit Union accounts to another of your accounts; loan/Visa payments to the Credit Union from one of your Credit Union accounts, or advances under your Visa Retail Installment Credit Agreement, Home Equity Line of Credit, or Unsecured Line of Credit, or such other loans or lines of credit that the Credit Union may permit from time to time. Such advances can only be made if the funds are deposited into your Credit Union Share

Savings Account, used to pay a Credit Union loan, or transferred to another Credit Union account that has been set up to receive a transfer from you.

8. **Domestic Wire Funds Transfers:**

Transfers through the Fedwire: If the domestic electronic funds transfer will be made in whole or in part through the funds transfer system owned and operated by the Federal Reserve Banks (called the “Fedwire”), the following rules apply:

- Transfers through the Fedwire are governed by Federal Reserve Board Regulation J, Subpart B and New York Uniform Commercial Code Article 4A.
- The Credit Union may establish or change cut-off times for the receipt or processing of wire transfer requests, amendments, or cancellations. Unless other times are posted for the various types of wire transfers the “cut-off” time for the receipt and processing of funds transfer requests is 4:00 p.m. EST for domestic wires. If the Federal Reserve and/or the Credit Union are closed, the processing of funds transfer requests will be processed on the next day that is a business day for both the Credit Union and the Federal Reserve. Payment orders received after the cut-off time may be treated as having been received on the following business day and executed accordingly.
- If you give the Credit Union a payment order which identifies the beneficiary (the recipient of the funds), an intermediary bank or a beneficiary bank, by both name and an identifying number or account number, we and each intermediary and beneficiary bank may rely on the number as the proper identification even if it identifies a bank or a person who is different than the named person or bank.
- If we become obligated under Regulation J or Article 4A to pay interest to you, you agree that the rate of interest to be paid will be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which or from which the funds transfer was or was supposed to be made.
- You will not be entitled to interest on any amount to be refunded to you if you fail to exercise ordinary care to determine that an order was not authorized by you and to notify the Credit Union of the relevant facts no later than thirty (30) days after you receive notification from the Credit Union that the order was accepted or that your account was debited with respect to the order.

9. **International Wire Funds Transfers:**

Transfers through our third party vendor: International electronic funds transfer will be made in whole or in part through our third party vendor and the following rules apply:

- International fund transfers through our third party vendor are governed by the Consumer Financial Protection Bureau Regulation E.
- The Credit Union may establish or change cut-off times for the receipt or processing of wire transfer requests, amendments, or cancellations. Unless other times are posted for the various types of wire transfers the “cut-off” time for the receipt and processing of funds transfer requests is 2:00 p.m. EST for international wires. If our third party vendor or the Credit Union is closed, the processing of funds transfer requests will be processed on the next day that is a business day for both our third party and the Credit Union. Payment orders received after the cut-off time may be treated as having been received on the following business day and executed accordingly.
- Terms applicable to such transactions: (1) Are disclosed in the terms of this Membership Disclosure; and (2) Any receipt we may provide to you in connection with a request for an international wire transfer.
- If you give the Credit Union a wire transfer request which identifies the beneficiary (recipient of the funds) by both name and identifying or bank account number, payment may be made by the beneficiary’s bank on the basis of the identifying or bank account number, even if the number identifies a person on different than the named beneficiary. **You could lose the transfer amount if the provided information is inaccurate.**
- If you give the Credit Union a wire transfer request which identifies a beneficiary’s bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. **You could lose the transfer amount if the provided information is inaccurate.**
- International wire funds transfers may be held for 30 minutes upon your receipt of our combined disclosure and payment for your wire transfer request. You have the right to cancel an international funds transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number on the wire transfer disclosure within 30 minutes of payment for the wire transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a wire transfer as long as the funds have not already been picked up or deposited into a recipient’s account.
- For errors on our international wire funds transfers covered under Regulation E the following rules apply. If you think there has been an error or problem with your international wire transfer, call us, write us, or email us using the contact information listed on the wire transfer disclosure. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address [or telephone number]; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the wire transfer; and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**10. Domestic And International Wire Funds Transfers:**

The following rules apply to both domestic and international electronic funds transfers:

- You agree that the Credit Union is not required to provide you with next day notice of receipt of wire transfers to your account. You will continue to receive notice of receipt of wire transfers in the monthly statements we provide.
- Any credit we give to one of your accounts based upon a wire transfer is provisional until the Credit Union receives final settlement of the payment. You agree that, if we do not receive the final settlement, you will refund to us the amount of the provisional credit.
- The Credit Union is excused for delays or failure to execute the wire transfer request to the extent that the delay or failure results from a cause beyond the reasonable control of the Credit Union.
- The Credit Union has established the following security procedures to verify the authenticity of a payment order: We may call you back to verify wire transfer amount in excess of the threshold the Credit Union establishes from time to time, and we may request additional verification for wire transfer requests received by facsimile or email. The Credit Union may also follow a call back verification procedure on a random basis. The Credit Union may in its discretion determine not to follow those call back procedures in specific situations, for example, if you are personally known by the staff person receiving the wire request; if the staff person obtains positive identification; or if you have established pre-arranged wire instructions which are on file at the Credit Union. The call back verification procedure may delay transmission of the wire. The Credit Union may establish additional security procedures from time to time without notice to you. You will be deemed to have agreed to the procedures described above and to any other procedures we give you notice of unless you notify the Credit Union in writing that you do not agree to them. In that event, the Credit Union will have no obligation to accept any payment order from you or other authorized persons on the account until you and the Credit Union agree, in writing, on an alternative security procedure.

**11. Bill Pay:** You may enroll for Bill Pay services if you are enrolled in our Mobile and Online Banking service and have a Share Draft Checking Account. The Bill Pay service allows you to transfer funds from your Share Draft Checking Account to pay bills you have designated and scheduled. Your Share Draft Checking Account will be debited for the bill payments via the Automated Clearing House (ACH) network. Payment to your designated payees will be made electronically using the Automated Clearing House network if your payee accepts such transfers. If your payee does not accept such transfers, payment will be remitted via check.

**12. Electronic Check Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to (a) pay for purchases or (b) pay bills, or pay other obligations ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing the electronic funds transfers will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions set forth within the "Your Liability for Unauthorized Transfers" paragraph set forth within this ADDITIONAL POLICIES section. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**13. External Fund Transfer To/From Another Financial Institution:** You may enroll for our External Fund Transfer To/From Another Financial Institution Service if you are enrolled in our Mobile and Online Banking Service and own an Eligible Coming Credit Union savings or checking account. The External Fund Transfer To/From Another Financial Institution Service allows you to on a one time, future or reoccurring basis: (1) to request a transfer of funds from an Eligible CCU Account(s) to a verified external account at a U.S. financial institution; or (2) to receive a payment from a verified external account into an Eligible CCU Account or Loan.

**UCC Article 4A Disclosure**

**Disclosures Regarding Electronic "Wholesale Credit" Transactions Subject To Uniform Commercial Code Article 4A**

1. **Provisional Payment:** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.
2. **Notice of Receipt of Entry:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.
3. **Choice of Law:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

**Limits on Withdrawals/Transfers**

Limitations on the frequency and dollar amounts of transactions made to and from your account(s) are as follows:

1. Deposits at non-proprietary ATMs to your Share Savings or Share Draft Checking Account are limited to \$5,000. Cash advances and withdrawals at ATMs with your ATM Card or CU-Extra Debit Card are limited to a total daily maximum of \$600 per card. Cash advances and withdrawals at ATMs with your X-treme Debit Card are limited to a total daily maximum of \$200 per card. **NOTE:** These are limits imposed by the Credit Union. Transactions done at another institution's ATMs may be subject to different limits as established by the ATM owner.
2. At POB facilities you can make deposits up to \$5,000. The minimum withdrawal is \$1.00 and the maximum cash you can receive in one day is \$600 per ATM or CU-Extra Card, and \$200 per X-treme Card.
3. Your purchases and withdrawals may not exceed the amount available in your account. If we do permit you to create a negative balance in your account, you agree to repay this balance upon our request, and, you may be charged an insufficient funds fee.
4. Advances under your Visa Retail Installment Credit Agreement, your Home Equity Line of Credit, or your Unsecured Line of Credit loan to one of your accounts may not exceed your available credit limit. If we do permit you to exceed your available credit limit, any amount extended over your credit limit must be repaid by you immediately.
5. If you have a mortgage payment(s) authorized to be paid from your Share Savings Account, All Purpose Account, or Share Draft Checking Account, we may prevent you from making a withdrawal by means of electronic funds transfer for that portion of the funds in your account designated to make the mortgage payment(s) and being held in your account. You may obtain those funds by contacting the Credit Union.
6. Payments made via our Bill Pay service are limited to a minimum payment amount of \$1.00 and a maximum payment amount of \$20,000 per transaction, and an aggregate amount of \$20,000 per day. Tax payments, court ordered payments or payments to payees outside of the United States or its possessions/territories are prohibited. Payments to a payee with the same name of "Cash" will be canceled by the Bill Pay service and an e-mail notification will be sent to the Bill Pay user.
7. All deposits made to IRA shares through Mobile and Online Banking or D.A.D. will be treated as current year contributions. Prior year contributions must be made in person or through the mail.
8. Transfers made via our External Fund Transfer To/From Another Financial Institution service, are limited to a combined inbound/outbound transfer limit of \$5,000 per Business Day.

#### **Receipts and Statements**

1. You will receive a receipt at the time you make any transaction from or to your account using one of the ATMs, POB, or POS facilities.
2. You will receive a confirmation screen with reference information after every transfer you make using Mobile and Online Banking or Bill Pay services. You may save or print this information for your records.
3. You will receive a statement monthly showing all electronic fund transfers during that month. You will receive a quarterly statement even if you do not make any electronic fund transfers in that quarter.

#### **Credit Union Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account(s) on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer. Note that you may not use your ATM Card to obtain an overdraft advance under your Visa Retail Installment Credit Agreement.
2. If the ATM or audio response of the Mobile and Online Banking system was not working properly and you knew about the breakdown when you started the transfer.
3. If your funds are subject to legal process or other encumbrance restricting such transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

#### **Currency Conversion: International Service Assessment (ISA) Fee**

Purchases, withdrawals, and electronic fund transfers made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa® International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Service Assessment (ISA) Fee, or other fee Visa imposes on you or us in connection with the transaction, as set forth within the Account/Service Fee Schedule (Fee Schedule), for any Visa Debit card transaction at a location in a foreign country or with a merchant who is located, or who processes the transaction in, a foreign country (including internet transactions) even if you initiate the card transaction from within the United States.

#### **Right and Procedure to Stop Payment of Preauthorized Transfers**

If you have told us in advance to make regular payments out of your Share Savings or Share Draft Checking Account, you can stop any of these payments. Call us at 607- 962-3144 or 800- 677-8506 or write us at Corning Credit Union, One Credit Union Plaza, PO Box 1450, Corning, NY 14830-1050 in time for us to receive your request three (3) business days before the payment is scheduled to be made. (We will charge you a fee for each stop payment order you give. The fee amount is disclosed in the Fee Schedule.)

### **Notice of Varying Amounts of Preauthorized Transfers**

If your preauthorized transfers may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ 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 Transfers**

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

### **No Stop Payment Orders Allowed on ATM, POB or Purchase Transactions**

Because ATM Card and Debit Card transactions are recorded immediately, you may not stop payment on any card transaction.

### **Address and Telephone Number to Notify if your ATM Card, CU-Extra Debit Card, X-treme Debit Card, PIN or Mobile and Online Banking Login Credentials have been Lost or Stolen, or if Unauthorized Use of the Account occurs**

If you believe your ATM Card, Debit Card or audio response PIN or Mobile and Online Banking Login Credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 607- 962-3144 or 800-677-8506 or write us at Corning Federal Credit Union, One Credit Union Plaza, PO Box 1450, Corning, NY 14830-1050. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission.

### **Your Liability for Unauthorized Transfers:**

TELL US AT ONCE if you believe your ATM Card, Debit Card or audio response PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum Enhanced Overdraw Protection amount. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM Card, Debit Card or PIN without your permission at an ATM. IF YOU DO NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500 for transactions at an ATM. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement or statement notification was sent to you, and if we can prove that we could have stopped someone from taking the money if you had told us in time, you will not get back any money you lost after the 60 days.

### **In Case of Errors or Questions About Electronic Transfers:**

Telephone us at 607- 962-3144 or 800- 677-8506, write us at Corning Credit Union, One Credit Union Plaza, PO Box 1450, Corning, NY 14830-1050, or email us at [mailus@corningfcu.org](mailto:mailus@corningfcu.org) as soon as you can if you think your periodic account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and member account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) calendar days to investigate your complaint or question. If we decide to do this, we will notify you and re-credit your account within ten (10) business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

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

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

## **FUNDS AVAILABILITY POLICY**

### **General policy**

- 1) Deposits you make in person to one of our employees, that you mail to the Credit Union, that you deliver to the Credit Union by electronic direct deposit or by wire transfer are available as follows:

- Funds from any check in an amount of \$500 or less, deposits of cash, funds from electronic direct deposits to your account and wire transfers to your account will all be available to you on the same business day as the day of deposit.
  - The following types of deposits when made by a check for more than \$500 will be available on the same business day as the day of your deposit:
    - U.S. Treasury checks that are payable to you.
    - Checks drawn on Corning Federal Credit Union.
    - State and local government checks that are payable to you.
    - Cashier's, certified and teller's checks that are payable to you.
    - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders if these items are payable to you.
  - The first \$500 from the deposit of a check of any other type will be available to you on the same business day as the day of deposit and the remaining funds will be available on the second business day after the day of deposit.
- 2) Deposits you place at an ATM we own or operate are available as follows:
- Funds from any check in an amount of \$500 or less and deposits of cash will all be available to you on the first business day after the day of deposit.
  - The following types of deposits when made by a check of more than \$500 will be available on the first business day after the day of deposit:
    - U.S. Treasury checks that are payable to you.
    - Checks drawn on Corning Federal Credit Union.
    - State and local government checks that are payable to you.
    - Cashier's, certified and teller's checks that are payable to you.
    - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders if these items are payable to you.
  - The first \$500 from the deposit of a check of any other type will be available to you on the first business day after the day of deposit and the remaining funds will be available on the second business day after the day of deposit.
- 3) Funds from any deposits (cash or checks) made at an ATM we do not own or operate will not be available until the second business day after the day of your deposit. This rule does not apply to ATMs we own or operate. All ATMs we own or operate are identified as our machines.
- 4) Funds from any deposits (cash or checks) made at a POB facility will not be available until the second business day after the day of your deposit.
- 5) Once your deposits are available, you can withdraw the funds in cash or we will use the funds to pay share drafts you have written or Debit Card transactions.
- 6) To help you determine when your deposits will be available, refer to the following:
- Every day is a business day, except Saturdays, Sundays, and all Federal Holidays. However, the Credit Union may be closed on days other than Saturdays, Sundays and all Federal Holidays.
  - The "day of deposit" is the day the deposit is:
    - Given to a Credit Union employee at a Credit Union office.
    - Placed in an ATM.
    - Given to a clerk at a POB facility.
    - Received in actually and finally collected funds with information on the account and amount to be credited if made by electronic direct deposit.
    - Delivered to the Credit Union, if mailed. However, if mail containing your deposit is delivered to us on a day we are not open, the day of deposit will be the next business day we are open.
    - Placed in the Night Depository before 9:00 a.m. on a business day. These deposits will be treated as if they were made in person to one of our employees on that business day.
    - Placed in the Night Depository after 9:00 a.m. on a business day or at any time on a non-business day. These deposits will be treated as if they were delivered to one of our employees on the first business day after the day of deposit.

**Longer delays may apply**

1. On a case by case basis, the time when funds deposited by check are available for withdrawal may be extended and we will not make all of the funds you deposit by check available in accordance with our general policy. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of deposit. However, the first \$225 of your aggregate deposit will always be available no later than the first business day after the day of deposit.
2. If we do not make all of your funds available to you under the general policy, we will usually notify you of the case-by-case hold at the time that 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 place a case-by-case hold after you have left the banking center, we will mail you the notice by the next business day.

3. If your deposit is made at a POB, an ATM, in the Night Depository, or through the mail, or if we decide to take this action after you have left the Credit Union, we will mail you the notice on the first business day after the day of deposit.
4. If you need the funds from a deposit right away, you should ask when the funds will be available.
5. In addition, funds you deposited by check may be delayed for a longer period under the following circumstances:
  - You deposit checks totaling more than \$5,525 on any one day.
  - You deposit a check that has been returned unpaid.
  - You have overdrawn your Share Draft Checking Account repeatedly in the last six months.
  - There is an emergency, such as failure of communications/computer equipment.
  - Your account is new and has been opened for less than thirty (30) days. (See Special Rules for New Accounts)
  - We have reasonable cause to believe a check you deposit will not be paid, including but not limited to:
    - Some of the information on the check or draft is not consistent with other information on the check or draft.
    - There are erasures or other apparent alterations on the checks or drafts.
    - We are unable to verify the endorsement of a joint payee.
    - The routing number of the paying financial institution is not a current routing number.
    - Information from the paying financial institution indicates that the check or draft may not be paid.

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

### **Special Rules for New Accounts**

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

1. Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
2. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit.
3. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

### **Check Deposit Service Funds Availability**

Items transmitted using the Check Deposit Service within Mobile or Online Banking are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, when an image of an item transmitted through the Check Deposit Service is received and accepted by Corning Credit Union the date of deposit is the date Corning Credit Union tells you the item has been accepted. In general the total funds deposited through the system (subject to any limits set by Corning Credit Union) shall be available on the date of deposit. In some instances an image that is transmitted through the Check Deposit Service may require further review by the Credit Union. In the event an item requires further review, you will be notified via an onscreen message. Items requiring further review by the Credit Union are not considered accepted for deposit until you receive a message from the Credit Union indicating the item has been accepted. Those items requiring further review that are transmitted by you by 4:00 Eastern Standard Time, on business day, will be reviewed on that business day. Items requiring further review that are transmitted after 4:00 Eastern Standard Time on a business day, or on a non-business day, will be reviewed on the next business day. For determining the availability of your deposits using the Check Deposit Service, every day is a business day except Saturdays, Sundays, and Federal Holidays.

### **Depositor liability:**

You are responsible for all problem deposits, even when funds have been made available and have been withdrawn. Problem deposits include deposited checks which have been returned unpaid to us.

### **Refusal of deposit:**

We continue to reserve the right to refuse any deposit. In some circumstances, items unacceptable for deposit may be processed as collection items.

### **Our Funds Availability policy does not apply to the following:**

Our Funds Availability policy does not apply to funds deposited by checks to non-transaction accounts (i.e. Savings, Misc. Certificates, and Money Market accounts) nor to foreign checks. If a hold is necessary in any of these cases, a hold can be placed until the funds are collected.

## **FORGERY & FRAUD REIMBURSEMENT POLICY**

Coming Credit Union is dedicated to protecting the assets of its members from and against all forms of fraud and abuse. The Credit Union has a zero tolerance policy with respect to fraud. Members that commit or attempt to commit a fraud against the Credit Union may face suspension of services or termination of membership privileges, as well as criminal and civil penalties.

### **Fraud Prevention**

Signatures must be notarized on certain Credit Union documents that are not witnessed by a Credit Union employee.

### **Definition**

Financial institutions often bear losses related to unauthorized transactions via checks, Visa/ATM/Debit cards, ACH and other sources such as the Internet. The purpose of this policy is to inform our members of their rights and the Credit Union's fraud procedures, as well as minimize losses that may be avoidable under the current regulatory and judicial environments. The common types of fraud transactions include the following: Forgery, ATM Fraud, Counterfeit Checks, Debit/Visa Card Fraud, Internet Transaction Fraud, and ACH Fraud.

### **Policy**

Prompt action will be taken on all claims to resolve the dispute within legal time frames.

### **Your Liability for Unauthorized Transactions**

Please refer to "Your Liability for Unauthorized Transactions" in the Electronic Funds Transfer Policy of this Document. You must notify the Credit Union of any check alterations or forgeries promptly. If we do not hear from you within thirty (30) days after the statement is issued, the statement will be considered correct. If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, and we can prove that we could have prevented the transaction with prompt notification, you will not be reimbursed for any money you lost.

### **Procedures: Claim Procedures**

As soon as a member notifies the Credit Union of a suspected fraud claim, the Security Officer should be notified. Prompt action is required to secure the evidence from further damage or loss. The check or captured card should be placed immediately in a plastic sleeve to protect the fingerprints that may exist.

Once a claim is submitted to law authorities for prosecution, the law enforcement agency should be consulted on any future dealing with either the claimant or suspect since it may affect the case.

### **Authorized Users**

Each member that is a joint owner on any Share Savings Account and/or Share Draft Checking Account to which the Visa credit card account or an Unsecured Line of Credit is tied is an authorized user with the ability to request Visa Cash Advances or loan advances by making withdrawals from the Share Savings or Share Draft Checking Account in excess of the available funds in the Share Savings or Share Draft Checking Account. Such requests may also be made through transfers using the D.A.D. System, through the use of an ATM Card or Debit Card, or through Mobile and Online Banking. This includes joint members/owners presently on the account and joint members/owners added in the future.

## **MEMBER CONDUCT POLICY**

Membership in the Credit Union is a privilege. Members doing business with the Credit Union must honor this privilege by conducting themselves in an honorable and orderly manner at all times. Members must treat all Credit Union employees, vendors, fellow members, and guests with courtesy, respect, and dignity.

The purpose of this policy is not to restrict the rights or freedoms of anyone, but rather to ensure the rights and protection of the Credit Union's employees, vendors, members, and guests. The Credit Union will not tolerate members who engage in abusive and/or disorderly conduct and/or pose a direct threat to our employees, vendors, guests, and/or fellow members in any manner or by any means, whether by phone, in person and/or through electronic media. The Credit Union reserves the right to suspend, revoke, terminate, limit, and/or deny membership services to/of individuals who engage in abusive and/or disorderly conduct and/or pose a direct threat to our employees, vendors, guests, and/or fellow members. The Credit Union further reserves the right to report any and all such conduct to appropriate law enforcement authorities; to exclude/prohibit an individual who violates this policy from its premises; and to seek appropriate criminal, civil, and/or other remedies against the offender.

Prior to suspending, revoking, terminating, limiting, and/or denying membership as a result of an individual's conduct, the Credit Union will make an individualized assessment in each case to determine whether or not the particular conduct at issue was abusive, disorderly, and/or posed a direct threat to employees, vendors, guests, and/or members. Examples of conduct which may or may not, depending on the circumstances, be deemed to be abusive, disorderly, and/or pose a direct threat include, but are not limited to: actual or threatened violence against persons or property; menacing; possession of a weapon of any kind on Credit Union premises; harassment of an other,



the use of profanity, insulting, intimidating, threatening, offensive, and/or inappropriate language; the making of racial or ethnic slurs; engaging in offensive or inappropriate physical contact; making sexual overtures, flirtations, advances and/or propositions; the use of gestures deemed by the Credit Union to be obscene; the displaying or making of sexually suggestive objects, images, sounds, or pictures; the making of graphic or degrading comments about an individual and/or his/her appearance; the apparent use or influence of drugs and/or alcoholic substances on Credit Union premises; an attempt to coerce and/or interfere with Credit Union employees in the performance of their duties at any time; conducting and/or attempting to conduct and/or engage in any fraudulent, dishonest, and/or deceptive activity of any kind involving Credit Union employees or Credit Union services; the taking of any steps to perpetrate a prank robbery, kidnapping, bomb threat, or similar event or activity; the making of false, vicious, and/or malicious statements; engaging in any conduct which may potentially interfere with the rights and/or privileges of Credit Union employees, vendors, members, and/or guests.

#### **Right to Limit Your Credit Union Services Generally**

The Credit Union may suspend, revoke, terminate, limit, and/or deny membership services (e.g., it may suspend your use of the D.A.D. system; disable and/or require you to return to the Credit Union your Debit Card, ATM, and/or Visa cards; disable your Mobile and Online Banking; or close your Share Draft Checking account(s)) anytime it determines that good cause for taking such action exists. Good cause may include, but is not necessarily limited to: making unreasonably numerous requests for account balances and/or copies of drafts; irresponsible use of plastic cards, other evidence by which the Credit Union reasonably determines your inability to handle and/or maintain your accounts; default on any debt owed to the Credit Union and/or under any agreement with the Credit Union; a decrease in your credit worthiness; providing false information to the Credit Union; engaging in any act in violation of the Member Conduct Policy.

The Credit Union makes necessary reasonable modifications in policies, practices, and procedures and takes necessary steps to afford services, privileges, facilities, and accommodations, to individuals with disabilities, provided that such necessary reasonable modifications and/or steps do not result in the fundamental alteration of the Credit Union's services, privileges, facilities, and/or accommodations; do not result in an undue burden to the Credit Union; and do not pose a direct threat to the Credit Union's employees, vendors, members, or guests. This policy shall be interpreted in a manner which comports with Title III of the Americans with Disabilities Act, as well as any other applicable federal and/or state law, rule, and/or regulation.

#### **IMPORTANT NOTICE ABOUT PROCEDURES FOR OPENING AN ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: when you open an account, the Credit Union will ask for your name, address, date of birth and other information that will allow us to identify you. The Credit Union may also ask you to provide your driver's license or other identifying documents.

## **X. ARBITRATION AND WAIVER OF CLASS ACTION**

**ARBITRATION AND WAIVER OF CLASS ACTION.** You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the Claims). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (Arbitration Agreement), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by either the American Arbitration Association (AAA) in accordance with its applicable rules and procedures for consumer disputes or JAMS in accordance with its applicable rules and procedures for consumer disputes (Rules), whether such Claims are in contract, tort, statute or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org) or on the JAMS website free of charge at [www.jamsadr.com](http://www.jamsadr.com). Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (1) making written demand for arbitration upon the other party, (2) initiating arbitration against the other party, or (3) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION AND ANY APPEAL THEREFROM).** Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Arbitration Agreement. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

**Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA or JAMS are unavailable to resolve the Claims, and if you and we do not mutually agree on a substitute Administrator of the arbitration, then the Administrator of the arbitration will be selected by a court for the resolution of the Claims.

**Effective Date.** For individuals/businesses/entities who became members on or before January 28, 2022, unless you opt-out as set forth below, this Arbitration Agreement will become effective April 1, 2022. For individuals/businesses/entities who become members after January 28, 2022, unless you opt-out as set forth below, this Arbitration Agreement will become effective 61 days from the date you become a member.

**Right to Reject this Arbitration Agreement.**

**For individuals/businesses/entities who became members on or before January 28, 2022:** You have the right to opt out of this agreement to arbitrate. We must receive your notice to opt out by March 31, 2022. If Corning Federal Credit Union (CCU) does not receive your notice to opt out March 31, 2022, then this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; 3) you open additional accounts with CCU in the future; or 4) you file for bankruptcy. You will not have any other opportunities to opt out in the future.

**For individuals/businesses/entities who become members after January 28, 2022:** You have the right to opt out of this agreement to arbitrate. We must receive your notice to opt out within sixty (60) calendar days from the date you become a member. You will not have any other opportunities to opt out in the future.

To opt out, send us written notice that you reject the Arbitration Agreement, including your name as listed on your account and your account number to the following address: Corning Credit Union Attn: Arbitration Opt-Out One Credit Union Plaza, P.O. Box 1231, Corning, NY 14830.

**Arbitration Proceedings.** The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing you attend shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any Claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed.

**Costs.** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**Severability, Survival.** These arbitration provisions shall survive (1) termination or changes to your accounts or any related services; (2) the bankruptcy of any party; and (3) the transfer or assignment of your accounts or any related services. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable. No portion of this Arbitration Agreement and Class Action Waiver may be amended, severed, or waived absent a written agreement between you and us.

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional

remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

If you have questions about AAA procedures, check AAA's website ([www.adr.org](http://www.adr.org)) OR call AAA at 1-800-778-7879. If you have questions about JAMS procedures, check JAMS's website ([www.jamsadr.com](http://www.jamsadr.com)) OR call JAMS at 1-800-352-5267.

## **XI. PRIVACY POLICY**

The CCU Privacy Policy begins on the next page

## **FACTS** WHAT DOES CORNING CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security Number and Transaction History</li> <li>▪ Account Balances and Payment History</li> <li>▪ Income Information and</li> <li>▪ Credit History and Credit Scores</li> </ul>
<b>How?</b>	All financial companies need to share personal information to run their everyday business. In the section below, we list the reasons financial companies can share their personal information; the reasons Corning Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Corning Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences	No	We don’t share
<b>For our affiliates’ everyday business purposes</b> — information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share

<b>Questions?</b>	Call 1-800-677-8506 or 607-962-3144 or go to <a href="http://www.corningcu.org">www.corningcu.org</a>
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<b>Who we are</b>	
Who is providing this notice?	Corning Credit Union

<b>What we do</b>	
How does Corning Credit Union protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Corning Credit Union regularly tests and assesses its information security practice through internal security staff and independent third party security firms, and implements industry best practices to protect your information.</p>
How does Corning Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Open an account</li> <li>▪ Pay your bills</li> <li>▪ Use your debit/credit card</li> <li>▪ Deposit money</li> <li>▪ Apply for a loan</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul>

<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>CCU does not share with our affiliates.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>CCU does not share with nonaffiliated third parties so they can market to you.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include investment, insurance, and other financial services companies.</i></li> </ul>

## **XII. OFFICE LOCATIONS:**

### **Main Office**

One Credit Union Plaza, Corning, NY  
607-962-3144 or 800-677-8506

### **Wealth Strategies / Tax Services**

607-937-5292, 607-936-2540 (tax), or 800-505-5292

### **Big Flats Office**

Minier's Plaza, 84 Canal Street, Big Flats, NY 14814

### **Chambersburg Office**

800 Norland Ave., Chambersburg, PA 17201

### **Corning Inc. Diesel Office**

Manufacturing Plant, 9261 Addison Rd., Painted Post, NY 14870

### **Elmira Office**

Wegman's Plaza, 1100 Clemens Center Parkway, Elmira, NY 14901

### **Erwin Office**

### **Erwin Drive-Thru**

253 So. Hamilton St., Painted Post, NY 14870

### **Greencastle Office**

11677 Molly Pitcher Hwy So., Greencastle, PA 17225

### **Hampstead Office**

17230 US 17, Suite 106 Hampstead, NY 28443

### **Horseheads Office**

101 John Roemmelt Drive, Horseheads, NY 14845

### **Houghton Park Office**

### **Leland Office**

2036 Olde Regent Way, Leland, NC 28451

### **Market Street Office**

87 East Market Street, Corning, NY 14830

### **North Carolina Regional Office**

3705 Federal Park Drive Wilmington, NC 28412

### **Porters Neck Office**

7961 Market Street Wilmington, NC 28411

### **Racine Drive Office**

125 Racine Drive, Wilmington, NC 28403

### **Riverfront Plaza Office**

### **Sullivan Park Office**

### **Internet Access**

Web: [www.corningcu.org](http://www.corningcu.org)

### **Email**

[mailus@corningcu.org](mailto:mailus@corningcu.org)

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