

# AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, SUBSTITUTE CHECKS AND YOUR RIGHTS, AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements And Disclosures ("Agreement"), the references to "We," "Us," "Our" and "Credit Union" mean FRANKLIN MINT FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any Account or Accounts established for You as set forth in these Agreements And Disclosures. The word "Card" means any Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "Telephone Banking" whereas, Our Computerized Account Access System is hereinafter referred to as "Digital Banking," Our Bill Payment System is hereinafter referred to as "Bill Pay," and "E-Check" means any check which You authorize the payee to process electronically. For joint Accounts, read singular pronouns in the plural.

YOU UNDERSTAND THAT CONTAINED WITHIN THE ACCOUNT AGREEMENT SECTION OF THIS AGREEMENT THERE ARE PROVISIONS TITLED "DISPUTE RESOLUTION-MANDATORY ARBITRATION" AND "CLASS ACTION WAIVER" BY WHICH ALL PARTIES AGREE TO RESOLVE DISPUTES THAT ARISE BY AN INDIVIDUAL ARBITRATION PROCEEDING HELD IN ACCORDANCE WITH SUCH PROVISIONS, AND THAT THE PARTIES HAVE AGREED NOT TO RESOLVE SUCH DISPUTES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING. FOR DETAILS, SEE THE SEPARATE DISPUTE RESOLUTION-MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS LOCATED ON PAGES THREE (3) AND FOUR (4) OF THIS AGREEMENT. SUCH DISPUTES CAN INCLUDE, BUT ARE NOT LIMITED TO, ANY PRODUCT OR SERVICE OFFERED BY US, OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER OCCURRING IN THE PAST, PRESENT OR FUTURE.

## FRANKLIN MINT FEDERAL CREDIT UNION MEMBERSHIP

To apply for membership with Franklin Mint Federal Credit Union, You must complete, sign and return an Application for membership.

If Your Application is approved, Your signature on the Application informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's policies, procedures, rules, regulations, Bylaws and Amendments, as well as all federal, state and local laws.

Credit Union membership is granted to applicants within Franklin Mint Federal Credit Union's common bond or underserved area as outlined in the Credit Union's Charter, and that have also opened an Ownership Share Account, the act of which shall be Your acknowledgement that You agree at all times to maintain a minimum balance not less than a sum equal to one share. To qualify for membership in this Credit Union You must meet all criteria in Your own right, and such eligibility cannot be met through simply being listed as a joint owner on another member's Account.

By signing Your Application You warrant the truthfulness of the information provided in the Application. If it is later determined that You were not eligible to join the Credit Union or provided false information, We may close Your Account and terminate Your membership without notice. You further acknowledge receipt of this Agreement, including the terms and conditions which apply to Your products and services described herein, and agree to be bound by all the agreements, disclosures, terms and conditions that apply to such products and services.

## FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined therein) may sponsor immediate family members and possibly other members of Your Household for Credit Union membership. Eligible family members may include for instance: spouse, father, mother, brother, sister, son, daughter, grandmother, grandfather, stepfamily, adoptive relationships and anyone living in Your residence that You maintain a single economic unit with.

## ACCOUNT AGREEMENT

**YOU FURTHER AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) AND THAT TITLING AND ACCOUNT OWNERSHIP OF A CREDIT UNION ACCOUNT SHALL BE DETERMINED BY THE APPLICATION AND/OR SIGNATURE AUTHORIZATION WITH THE CREDIT UNION, REGARDLESS OF THAT WHICH MAY APPEAR ON ANY CREDIT UNION ISSUED STATEMENT. ACCOUNT TITLING AND ACCOUNT OWNERSHIP IS ALWAYS SUBJECT TO VERIFICATION BY FRANKLIN MINT FEDERAL CREDIT UNION.**

**JOINT ACCOUNTS.** If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners either with or without the right of survivorship, as selected by You on Your application. The joint Owners of the Accounts hereby agree with each other and with Us that all sums, whenever paid into the Accounts by any or all of the joint Owners shall be to the credit of all of the joint Owners with all accumulations thereon, are and shall be owned by them jointly, with the right of survivorship if applicable, and be subject to the withdrawal or receipt of any of them, and payment to any of them, or the survivor or survivors (only after any obligations of the decedent are paid through Our right of setoff) if applicable, shall be valid and discharge Us from any liability for such payment.

Any or all of the joint Owners may pledge all or any part of the shares in the Accounts as collateral security for a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account, all without further notice nor any prior consent of any Owner. Additionally, any Owner may change the account number on an Account without further notice or prior consent of any other Account Owners. The right or authority of the Credit Union under these Agreements And Disclosures shall not be changed or terminated by said Owners or any of them except by written notice to Us, which shall not affect transactions made prior to such notice. It is the responsibility of joint Account Owners to determine any legal effects of opening and maintaining a joint Account.

**CUSTODIAL ACCOUNTS.** Any custodial Account is subject to the Pennsylvania Uniform Transfers to Minors Act (UTMA). It is Your responsibility to determine and understand any legal effects related to this type of Account.

**MINOR ACCOUNTS.** Any person under the age of 18 may open and own an Account with Us and may conduct transactions on the Account, subject to the terms and liabilities and conditions set forth in this Agreement. We may require any Account established by a person under the age of 18 to be a Joint Account with an owner the

age of 18 or older. They shall be jointly and severally liable to Us for any returned item, overdraft or unpaid fees or amounts on such Account. We may pay funds directly to the person under the age of 18 without regard to age. Unless a guardian or parent is an Account Owner, the guardian or parent shall not have any Account access or information rights. If You become a member while You are a minor, You agree that once You have reached the age of majority and are no longer a minor, the act of continuing to use Your account(s) and Our products and services constitutes Your affirmation of Your membership with Us.

**FIDUCIARY ACCOUNTS.** If Your Account is established as a fiduciary Account, You warrant that You are authorized to open such Account and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You is accepted by Us. In no event will We be liable for the actions of the fiduciary and/or obligated to ensure that the fiduciary's actions are in accordance with any instructions that have been provided to them or Us, regardless of the manner in which such instructions are provided. That is to say that the Credit Union's only responsibility is to carry out the fiduciary's instructions (which will not at any time include the determination of, fitness for, or suitability for any purpose of those instructions). It is Your responsibility to determine and understand any legal effects related to this type of Account.

**REPRESENTATIVE PAYEE ACCOUNTS.** A representative payee is an individual appointed by the Social Security Administration to receive Social Security benefits for someone who cannot manage or direct someone else to manage funds. It is an Account maintained by the representative payee on behalf of and for the benefit of such individual. The representative payee will be personally liable to Us for any deficiency or amount owed in connection with such Account. The representative payee agrees and acknowledges that this liability to Us will subject Accounts of the representative payee held in their own name to Our lien rights and rights of setoff contained in this Agreement. The representative payee has no rights to funds other than those issued by the Social Security Administration.

## ACCOUNT AGREEMENT (continued)

**TRUST ACCOUNTS.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Us. In the event that We should require that a legal review of the trust be performed, You agree to provide all documents, and You authorize Us to utilize legal counsel of Our choosing. We require all Trust Accounts to name a beneficiary. For Revocable Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. If the Account Designation shows a payable on death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if the Settlor is deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and only if the Settlor is deceased. If the Beneficiary dies (in the case of a natural person), or is no longer in operation as a validly constituted, registered and/or licensed entity under applicable state law (in the case of a charity or non-profit organization), the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. In no event will We be liable for the actions of the Settlor, Trustee or Successor Trustee, and/or any Co-Settlor, Co-Trustee or Co-Successor Trustee (collectively "Settlor/Trustee"), and/or obligated to ensure that such Settlor/Trustee actions are in accordance with any instructions that have been provided to them or Us, regardless of the manner in which such instructions are provided. That is to say that the Credit Union's only responsibility is to carry out the instructions provided by the Settlor/Trustee (which will not at any time include the determination of, fitness for, or suitability for any purpose of those instructions). It is Your responsibility to determine and understand any legal effects related to this type of Account.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, You will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. You acknowledge that such items may be returned after they are made available to You and that You are still responsible for any unpaid items, including point of sale ("POS") transactions, checks, ACH transactions and any other type of transaction, regardless of the return reason. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

If We mistakenly credit Your Account with funds for which You are not the rightful owner, even if such error is solely attributable to Our actions, We will deduct those funds from Your Account, even if this causes Your Account to be overdrawn. In the alternative, in order to recover such funds, We may exercise Our right of setoff against any other Account owned solely or jointly by You under Our statutory lien rights.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day based solely on the time they are received (with the first item received that day paid first, the second item received will be paid next, so forth and so on), except to the extent that We will pay checks each business day based solely on the check number (with the smallest or otherwise lowest check number paid first, the next largest check number paid second, so forth and so on), subject to the available funds in that Account. All of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**NO SIGHT REVIEW OF DRAWER SIGNATURE(S) OR DATE.** We pay items on an automated basis and as a result, reserve the right not to conduct a sight review of drawer signatures or date on an item. To the extent permitted by law, You agree that We do not fail to exercise ordinary care in paying an item solely because Our procedures: (a)

do not provide for sight review; or (b) only provide for sight review on a threshold-level or sample basis. This includes items that may require multiple signatures.

**IDENTIFICATION.** Federal law, including the USA PATRIOT Act and the Bank Secrecy Act, require Us to obtain, verify and record information that identifies each person who opens an Account with Us. We will ask You for identification that confirms Your name, date of birth, and address and a number which personally identifies You (such as tax identification number or passport number and country of issuance).

**OVERDRAFTS.** You understand and agree that We may from time to time, and at Our sole discretion, pay certain items in order to cover an overdraft and charge You a fee for doing so. You further understand that payment of any overdraft(s) will be made in an order of Our choosing and may not be processed in the order that You make them or the order that We receive them. The order in which We process checks drafts or items and exercise other transactions on Your Account may affect the total amount of overdraft fees that may be charged to Your Account as described below in Overdraft Fee Balance Calculation. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft.

An overdraft could occur in Your Accounts in several ways, such as when there are not sufficient available funds in Your Accounts upon:

1. The payment of checks, EFTs, or other withdrawal requests;
2. Payments authorized by You;
3. The return of unpaid items deposited to Your Account;
4. The assessment of fees; or
5. The deposit of items that according to Our Funds Availability Policy, are treated as not yet available or finally paid, also called "uncollected funds."

We will pay overdrafts at Our discretion, which means We do not guarantee that We will always, or ever, authorize and pay them. If Your Account is overdrawn because We paid certain items on one or more occasions, We are not obligated to continue paying future insufficient funds items. We may pay all, some, or none of Your overdrafts, without notice to You. If We do not authorize and pay an overdraft, then We decline or return the transaction unpaid.

You have no right to overdraw Your Account at any time, for any reason, and Our decision to pay overdraft items is solely within Our discretion. You understand and agree that if We elect to pay overdraft items or to permit an overdraft to exist in Your Account, You have no right to defer payment, and You must deposit additional funds into Your Account promptly in an amount sufficient to cover the overdraft. We have the right to use deposits You or others make to Your Account.

**OVERDRAFT PROTECTION.** You can avoid declined or returned items, by making sure that Your Account always contains sufficient available funds to cover all of Your transactions. We offer services that You can use to help manage Your Account and help You avoid overdrafts. We recommend that You enroll in one of the optional plans described below. These plans can help You avoid overdrafts and declined or returned transactions. While fees or interest may apply when You use an Overdraft Protection plan, the fees and/or interest under a plan may be less expensive than the fees for overdrafts and declined or returned items. You may choose to have a Line of Credit or Savings Account, or a combination of both, protecting Your Account. You agree to pay the fees and charges (if any) listed in Our Fee Schedule for each automatic transfer to Your Checking Account under the automatic overdraft protection plan.

To the extent permitted by law, You authorize Us to transfer funds from other Accounts You may have with Us to Your Account to cover any overdraft(s), and understand that any such overdraft transfers would be made at Our sole discretion. If You have a Line of Credit or other overdraft services with Us, transfers will be made from the services and/or Accounts in the order that You have indicated to Us for clearing any overdraft(s), subject to Your available credit and/or any other preset limit. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

You can link a Line of Credit and/or Savings Accounts as overdraft protection for Your Checking Account. The borrower(s) on the Line of Credit must match the Account ownership on the Checking Account. If they don't, You must authorize the non-borrower as an Authorized User on the Line of Credit. The Account ownership of Your Savings Account must match the Account ownership of the Checking Account in order to be linked for overdraft protection.

**Line of Credit** - Enrollment in this service requires You apply and be approved. If You choose to apply for the Line of Credit, We will order a credit report that may impact Your credit score. Your Line of Credit is an unsecured, revolving line of credit. With this option, You only pay interest on the amount You borrow and for the length of time You borrow funds. When the available balance in Your Checking Account is insufficient to cover a withdrawal request (like a bill payment, loan payment, transfer, or point of sale ("POS") transaction), or when the available balance is otherwise negative, You authorize and direct Us to make a loan to You by advancing enough funds from Your Line of Credit to cover the overdraft. We ordinarily make the Advance as long as You are not in default under the Line of Credit agreement and as long as

## ACCOUNT AGREEMENT (continued)

the Advance does not cause You to exceed the amount of Your available credit line. The funds advanced are subject to interest charges under Our Credit Line Account Agreement and Federal Disclosure Statement. Please see the aforementioned disclosure for the full terms of Your Line of Credit.

**Savings** - If the available balance in Your checking Account is insufficient to cover a withdrawal request (like an ACH transaction, point-of-sale (POS) transaction, bill payment, loan payment, or transfer transaction), separate transfers (and fees as disclosed in Our Fee Schedule) will be made to cover these transactions. If Your Account lacks sufficient collected funds, a single transfer will be made during overnight processing. Partial transfers may be made using Your savings and other overdraft programs You participate in. You authorize and direct Us to transfer funds from Your savings Account to cover the overdraft. If the available balance in Your savings Account is not enough to cover the overdraft, no transfer of funds will occur, and We'll either return the items unpaid and charge a non-sufficient funds (NSF) fee when applicable, or pay the items and create a negative balance in the checking Account. Funds You deposit into Your savings Account may not be available immediately for overdraft protection transfers. Please see Our Fee Schedule for more information about Savings Transfer fees.

This service will automatically terminate if Your Line of Credit, Savings or Checking Account is closed. We can also terminate this service at any time without notice. We may continue to follow these instructions until they are withdrawn by You and We have a sufficient period of time after receipt of Your notification to act upon it.

**Overdraft Privilege (ODP)** - Standard and/or optional overdraft privilege may also assist with overdrafts. Our overdraft privilege disclosure will be provided separately and is also available upon request.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your Account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any 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 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 the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for 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. 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 as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your Account.

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE OR DORMANT ACCOUNTS.** Inactive Accounts (Accounts with no withdrawals or deposits within a twelve-month period) may be subject to an Inactive Account Fee. If no activity occurs in Your Account within the time period specified by applicable state law, the property in Your Account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession (including any deposit amounts as a consequence of federal or state benefits, such as Social Security and Veterans Administration benefits) against any amount You owe Us. If We are later required to return any of these federal or state benefits to a governmental authority, and if necessary, We will set-off such amount against any other funds You have on

deposit. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners, both living and deceased, and prior to any beneficial interest being paid.

**CONSUMER REPORTING NOTICE.** We may report information about Your Account to consumer reporting agencies. Late payments, missed payments, or other defaults on Your Account may be reflected in Your credit report.

**CONSUMER REPORTS.** You understand and agree that We may obtain a consumer report from a consumer reporting agency when We have a legitimate business need for the information, such as: (i) in connection with a business transaction that is initiated by You (e.g. when You submit an application for membership, credit, or other services); or (ii) to review Your Account(s) to determine whether You continue to meet the terms of such Account(s); or (iii) the collection of amount(s) You owe to Us.

For transactions not initiated by You, and except to the extent outlined above, We may only obtain a consumer report from a consumer reporting agency if: (i) You directly authorize the agency to provide such report to Us; or (ii) the transaction consists of a firm offer of credit or insurance; and (a) the consumer reporting agency has complied with all applicable regulations; (b) there is not in effect an election by You, made in accordance with all applicable regulations, to have Your name and address excluded from lists of names provided by the agency pursuant to such regulations; and (c) Your consumer report does not contain a date of birth that shows that You have not attained the age of 21, or, if the date of birth on the consumer report shows that You have not attained the age of 21, and You have consented to the consumer reporting agency to such furnishing.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT.** If We are served with a subpoena, restraining order, writ of execution, levy, garnishment or similar order relating to Your Account (legal action), We will comply with that legal action, subject to final court determination. We may freeze the assets in Your Account, or any Account on which You are an owner, and not allow payments out of the Account until a final court determination is made regarding the legal action. We may do these things even if the legal action does not involve all Account owners, and without notice to You. If this occurs, We will not have any liability to You if there are insufficient funds to pay loans or other items because We have withdrawn or otherwise restricted access to Your funds in accordance with the legal action. You will be charged a fee for any legal services, costs or other expenses that We incur as a result of any attachment, garnishment or levy against Your Account. You will promptly reimburse Us for such legal services, costs or expenses, or We may charge the fee to Your Account.

**DISPUTE RESOLUTION-MANDATORY ARBITRATION.** READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER WILL BE RESOLVED.

Except as expressly provided herein, any controversy, dispute or claim ("Claim") arising out of or relating to this Agreement, Your Account, any product or service, or any aspect thereof, and/or the relationships of the parties hereto whether occurring in the past, present or future shall be resolved or otherwise settled by binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed. Such arbitration shall take place in Delaware County, Pennsylvania. The arbitrator's decision shall be final, binding and non-appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. This mandatory arbitration provision shall survive the closing of Your Account and/or membership and the termination of this Agreement. No provision of this Agreement, nor the exercise of any right under this Agreement, shall waive the arbitration requirement.

Notwithstanding anything contained herein to the contrary, the arbitration shall not limit the right of either party to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust or applicable law; (4) to proceed with collection of amounts owed by You to Us in connection with all amounts that may be awarded to Us through an arbitration proceeding pursuant to this Agreement, through all other legal methods, including but not limited to, proceeding to court to enter judgment and/or enforce any award obtained through arbitration; or (5) seek relief in small claims court for disputes or claims within the scope of its jurisdiction. Additionally, notwithstanding the foregoing, this Section is not intended to apply to Claims arising in connection with Our extensions of consumer credit to "covered borrowers" as such term is defined in the Military Lending Act.

To the extent a court has jurisdiction as explicitly agreed to in this Section, the court with exclusive jurisdiction shall be the Court of Common Pleas located in Delaware

## ACCOUNT AGREEMENT (continued)

County, Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH AN ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.**

**CLASS ACTION WAIVER.** Any Claim against Us must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective representative, multiple plaintiffs or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain a Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the courts with exclusive jurisdiction shall be the Court of Common Pleas located in Delaware County, Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH AN ARBITRATION.**

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account (all of which may change from time to time with proper notice to You). You also agree to, at all times, maintain a balance in Your Ownership Share Account at least equal to one share (\$5.00). In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**TERMINATION OF ACCOUNT.** We may terminate Your Account at any time with or without notice to You or may require You to close Your Account and apply for a new Account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving Your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) any Account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuse of any of Your Accounts (See Limitation of Services included in this Agreement); (7) Your Account has an balance of \$0.00 for 90 consecutive days; or (8) We reasonably deem it necessary to prevent a loss to Us. You may terminate Your Account at any time by notifying the Credit Union in writing. We reserve the right to require the consent of all owners to terminate a joint Account. We are not responsible for payment of any check, withdrawal, or other item once Your Account is terminated.

**LIMITATION OF SERVICES.** All members of the Credit Union may vote in the annual election and are eligible to maintain a savings Account. We are not obligated to provide any other service or benefits. All services and benefits are provided solely at Our discretion to members in good standing and We have the right to suspend and/or terminate the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You. For Our full Limitation of Services Non-Participation Policy visit [fnfcu.org](http://fnfcu.org) or request a copy from Us.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services, without notice, to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) failed to provide documents or other requested information; (c) a savings balance below the \$5.00 minimum; (d) an unresolved deposited returned Check; (e) any unpaid and uncollected fees; (f) a negative balance on an Account; (g) caused a financial loss to the Credit Union, regardless of the cause; or (h) acted in an abusive, harassing or discriminatory manner towards any Credit Union employee or agent, or who otherwise abuses their Credit Union privileges. The decision to reinstate an Account or any services is at the sole discretion of the Credit Union.

**RESTRICTIVE LEGENDS.** We are not liable for any consequences resulting from the payment of a check that contains a restrictive legend or other such limitation (e.g. "Void after 90 days," "Not valid over \$500" or "Two signatures required"). Restrictive legends are strictly for members internal control and We do not recognize or enforce restrictive legends.

**FACSIMILE SIGNATURES.** You authorize Us to accept Your facsimile signatures on all checks, drafts, or other orders, for the payment of money, that are drawn on the Credit Union and agree that Your facsimile signature will have the same legal force and effect as Your original signature, regardless of by whom or by what means the facsimile signature has been affixed and so long as they resemble the facsimile signature specimen(s) filed separately with Us. You assume any risk that may be associated with permitting Us to accept Your facsimile signature.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

**AGREEMENTS AND DISCLOSURES.** The Agreements And Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements And Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** You may ask Us orally or in writing to stop payment on an item. However, Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. If the continuance request is provided orally, We will not be liable for any incorrect information. We are not liable if We pay an item which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved item. If We do pay an item for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You. Stop payment requests are also subject to the terms and conditions on any stop payment order form related to such request. You will be charged a stop payment fee as determined by Us, and disclosed in Our Fee Schedule.

**CHECKS AND OTHER ACCOUNT ACCESS DEVICES.** Any check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT CHECKS.** You agree not to write a check that contains a future date (post-dated check). You understand that postdating a check will have no effect on whether or not it is honored prior to or after the date of any such check. A stale check is any check received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft check, or other item presented for payment on Your Account without any liability. If You do issue such a check and do not want it paid, You must contact the Credit Union and place a stop payment order.

**CHECK SAFEKEEPING.** Check Safekeeping is automatic on Your Account and Your cancelled checks will not be returned to You. You understand that cancelled checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved check. Check copies may be available through the use of the Digital Banking platform for a period of 6 months following the date they are presented for payment.

**ACCOUNT SECURITY.** The following alone or in combination are the agreed-upon Account credentials used to access Your Account(s): PIN(s) (Personal Identification Number(s)); User ID(s); Card PIN(s); Digital Banking Login ID and password(s) and/or any biometric login(s). They identify You to Us, and We will rely on instructions received under these Account credentials. It is Your responsibility to protect Your Account number(s) and Your Account credentials. Do not discuss, compare or share information with anyone unless You are willing to give them full use of Your money. Your Account number can be used to electronically remove money from Your Account and payment can be made from Your Account even though You did not contact Us directly and order the payment. You also agree that the use of Account credentials will have the same effect as Your signature authorizing any transaction. You are responsible for keeping all Account data confidential, including the data tied to Your Account credentials.

Where You have authorized any other person to use Your Account credentials in any manner, Your authorization is considered by Us to be unlimited in amount and duration. If You furnish Your Account or Account credentials and grant authority to another person (i.e. a family member, coworker, caretaker, unknown person etc.) to access Your Account who then exceeds that authority, You are liable for the transaction(s). The Electronic Services Agreement and Disclosure contains more information regarding Your liability for unauthorized activity in Your Account. Your authorization will be effective until:

- You have notified Us in writing that You have revoked the authorization;
- You have changed Your Account credentials; and
- We have had a reasonable opportunity to act upon a request to change Your Account credentials.

To maintain secure communications and reduce fraud, You agree to protect Your Account number, Your Card, Account credentials and blank checks. Notify Us at once

## ACCOUNT AGREEMENT (continued)

if You believe Your checks have been lost or stolen. As between You and Us, if You are negligent in safeguarding Your checks, You must bear the loss entirely, unless We failed to use ordinary care and contributed to the loss. We reserve the right to block access to Your Account (s) and service(s) if We reasonably believe Your PIN(s) or other Account information has been or are being used by an unauthorized person(s). We may refuse to issue/open subsequent Cards or Accounts if You have a history of mishandling the security of Your Account or We believe You can no longer maintain Account security.

In cases where You mistakenly disclose confidential information to any individual who should not have access to Your Account, You, the Accountholder, are in the best position to prevent resulting fraudulent transactions directed at Your Account and to detect them if they occur. If You fail to do so or if You fail to do so in a timely manner, You may suffer a loss which We are not obligated to pay back to You. Examples of fraudulent transactions could include when You mistakenly provide confidential information to a fraudster by phone, text, social media or email, and they use it to access Your Account. We will never call, text or communicate with You in any other way and ask for Your Personal Identification Number (PIN), Secure Access Code or other Account credentials.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. The Account Owner that is responsible for the tax liability for a particular Account will receive a single statement that identifies all such Accounts, regardless of any joint Owner status. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 30 days from the date We provided the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**CHECK CASHING.** We may charge a fee for anyone that does not have an Account with Us who is cashing a check written on Your Account. We will also require reasonable identification to cash such a check.

**DEATH OR INCOMPETENCE.** You agree to notify Us promptly if any person with rights to transact on Your Account(s) dies or becomes legally incompetent. We may continue to honor the checks, items and instructions until: (a) We know of the death or incompetence, and (b) We have had a reasonable opportunity to act on that knowledge. You agree that We may pay checks drawn on or before the date of death or legal incompetence for up to ten (10) days after the death or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account.

**CLAIM OF LOSS.** You must cooperate with Us in the daily course of doing business. In addition, If You claim a credit or refund because of a forgery, alteration or any other unauthorized transaction, You agree to cooperate with Us in the investigation of the loss, which may include giving Us an affidavit containing statements that enable Us to pursue legal prosecution to prevent or recover any loss. We have a reasonable period of time to investigate the facts and circumstances surrounding any loss claim. You may be required to notify law enforcement authorities and aid in the investigation and prosecution of any criminal act related to Your Account.

**ELECTRONIC COMMUNICATIONS AND CONTACT INFORMATION.** By applying for membership in the Credit Union, You authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any savings, checking, and/or term Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other Accounts You may maintain with Us from time to time including, but not limited to, loan Accounts, credit line Accounts, and credit card Accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or

We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

You agree to notify Us promptly in writing with Your signature or in any other form We deem appropriate, of any changes to Your contact information, including but not limited to Your address, telephone number(s), and email address(es). We may also update Your address in Our records without a request from You if We receive an address change notice from the U.S. Postal Service or if We receive updated address information from Our mail services vendor. You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**RECORDING CONVERSATIONS.** You understand and agree that for the mutual protection of the parties to this Agreement, We may record any of Our telephone conversations With You or any other person, but are under no obligation to do so.

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

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**AMENDMENTS.** Pursuant to applicable law, this Agreement may be changed, amended or otherwise revised from time to time, in which case We will provide You with a notice of amendment as required by law or regulation. For example We may: (i) add new text, phrases, provisions or sections; (ii) remove existing text, phrases, provisions or sections; and (iii) revise existing text, phrases, provisions or sections. Your continued use of any Credit Union service(s), including but not limited to the maintenance of any share, share draft or other deposit Account, after the effective date of any change, amendment or revision to this Agreement constitutes Your affirmative agreement to and acceptance of said change, amendment or revision.

**SHARED BRANCHING NETWORK.** The Credit Union has joined together with other credit unions in order to offer Our members the ability to transact most, but not all, types of business that they would normally conduct within Our regular branch office structure. While not all transactions may be available and/or Account types accessible in or through a shared-branch location, all terms and conditions listed within these Agreements and Disclosures will apply. See a Credit Union representative to request access to this service and for additional information.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania or the U.S. District Court for the Eastern District of Pennsylvania (with venue exclusively in Delaware County), except to the extent that such laws are inconsistent with controlling federal law.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE ("AGREEMENT"). IT INCLUDES NECESSARY FEDERAL DISCLOSURE STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("TELEPHONE BANKING"), OUR COMPUTERIZED ACCOUNT ACCESS SYSTEM ("DIGITAL BANKING"), AND OUR BILL PAYMENT SYSTEM ("BILL PAY"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**DEBIT CARD, TELEPHONE BANKING, DIGITAL BANKING, BILL PAY, AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our Telephone Banking Audio Response system; (c) Our Digital Banking Computerized Account Access system; (d) Our Bill Pay Bill Payment system; and (e) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is

performed through the use of Your Card, Our Telephone Banking Audio Response system, Our Digital Banking Computerized Account Access system, Our Bill Pay Bill Payment system, E-Check or other electronic device.

You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your savings or checking Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your savings Account in any order We determine; and (2) We cannot honor stop payment requests on ATM withdrawals, and except for pre-authorized payments, POS withdrawals. We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**JOINT ACCOUNTS.** If this is a joint Account, You agree to be jointly and severally liable under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to You at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits may not be posted to Your Account until they are received and verified by Us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.** You will select Personal Identification Numbers (PINs) to be used in conjunction with Debit Card transactions and Access Codes to be used in conjunction with Telephone Banking, Digital Banking and Bill Pay transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your savings Account or Your checking Account to cover such transactions.

### TYPES AND LIMITATIONS OF SERVICES

**DEBIT CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in ATMs and such other machines or facilities as We may designate, to: (a) withdraw cash from Your savings and checking Account(s) that You may have with Us; (b) deposit cash and checks to Your deposit Account(s); (c) transfer funds; and (d) make balance inquiries on Your savings and checking Account(s). You may also use Your Card to purchase goods and services at any business establishment where the Card is accepted. As set forth above, the use of Your Card, PIN or other access device (including anyone with actual, apparent or implied authority for use of Your Account) constitutes Your authorization for Us to debit the necessary amount from Your Account(s) and/or access Your available credit in order to clear such transactions.

**TELEPHONE BANKING TRANSACTIONS.** You may use Telephone Banking in conjunction with Your Access Code to make the following types of transactions on designated Accounts: (a) telephone transfers of funds from Your deposit and/or Lines of Credit Accounts that You may have with Us; (b) make payments on Your loan Accounts that You may have with Us from Your deposit Accounts; (c) inquiries on Account balances and loan data; (d) make inquiries on deposit transactions; (e) miscellaneous inquiries on Credit Union services that affect Your Account; and (f) make inquiries on loan Accounts that You may have with Us. Telephone Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

**DIGITAL BANKING TRANSACTIONS.** At the present time, You may use Digital Banking in conjunction with Your Access Code, an internet enabled personal computer and/or mobile computing device (e.g. smartphone or tablet) for the following services: (a) transfer funds between Your deposit and/or Line of Credit Accounts that You may have with Us; (b) make payments on Your loan Accounts; (c) inquiries on deposit transactions and loan data; (d) miscellaneous inquiries on Credit Union services that affect Your Account; (e) make advances from Your line of credit that You may have with Us; (f) transfer funds to other individual's Accounts; (g) access Our Bill Pay service; and (h) access other services that may be added from time to time.

You may use Digital Banking in conjunction with an imaging application/device, special software and an Access Code and/or User ID, to initiate the deposit of checks into Your savings and checking Account(s) You have with Us. You understand and agree that the remote deposit of Items into Your deposit Accounts with Us through use of Mobile Banking is not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*) or Regulation E (12 CFR 1005.1 *et seq.*). The remote deposit of Items into Your designated deposit Accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

**BILL PAY TRANSACTIONS.** You may also use the Bill Pay System to issue payments on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of Our Bill Pay System will be made either by check or electronic transfer and may take as long as five business days to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges incurred by You. You may

cancel a transaction scheduled for a future date only if We receive Your request for cancellation in time to stop the identified transaction. You agree that once You have initiated a transaction, the Credit Union will have no liability for failure to fulfill Your request for stop payment.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (610) 325-5100 or (800) 220-3193 (if calling from outside the Commonwealth of Pennsylvania) to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at (610) 325-5100 or (800) 220-3193 (if calling from outside the Commonwealth of Pennsylvania) or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing. These pre-authorized stop payment requests do not expire and will remain in effect indefinitely, unless Your request identified a single occurrence. We may rely on the accuracy of the information provided to Us, and are not responsible for the inaccuracy of the information supplied. We are not responsible for amounts that a third party may send.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your Account in automatic Account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except Digital Banking, Bill Pay, Telephonic and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on Our Fee Schedule. We will provide the Fee Schedule when You open Your Account with Us, and from time-to-time thereafter if/when We change such fees. Additional fee schedules are available at any of Our office locations as well as Our website at [fmfcu.org](http://fmfcu.org). When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages in an amount equal to the lesser of: (i) Your actual losses or damages; or (ii) the amount of the subject transaction. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transaction does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; or (j) the debit card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (610) 325-5100 or (800) 220-3193 (if calling from outside the Commonwealth of Pennsylvania) or write Us at 5 Hillman Drive, Suite 100, Chadds Ford, PA 19317 if You believe Your Card,

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

PIN or Access Code 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. If You permit other persons to use an EFT service or Your Access Credentials/Device, You are responsible for any transactions they authorize or conduct on any of Your Accounts. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell Us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You do not tell Us within 60 days after the statement was delivered to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use of Your Card as long as You report the loss or theft of Your Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized Card transactions, Your liability for unauthorized use will not exceed \$50.00. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Check Card.**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Call Us at (610) 325-5100 or (800) 220-3193 (if calling from outside the Commonwealth of Pennsylvania) or write Us at 5 Hillman Drive, Suite 100, Chadds Ford, PA 19317 as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. 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. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us during normal business hours at (610) 325-5100 or anytime at (866) 209-4197. You may also report the loss of a Card, PIN, Access Code or any combination thereof, by writing to Us at 5 Hillman Drive, Suite 100, Chadds Ford, PA 19317. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. In each instance, You will be charged a foreign currency conversion fee as determined by Us, and disclosed in Our Fee Schedule.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. Advance notice is not required when such termination is for security reasons, otherwise advance notice will be provided in accordance with applicable law. You may request termination of these services in writing or in-person at one of Our offices.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania or the U.S. District Court for the Eastern District of Pennsylvania (with venue exclusively in Delaware County), except to the extent that such laws are inconsistent with controlling federal law.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**EXCEPT FOR CHECKS DRAWN ON FOREIGN BANKS IN FOREIGN COUNTRIES, THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR TRANSACTION ACCOUNTS AT FRANKLIN MINT FEDERAL CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**Your Ability to Withdraw Funds.** Our policy is to delay the availability of funds from Your check deposits. During the delay, You may not withdraw the funds in cash and We will not use the funds to pay checks that You have written or other items that are presented for payment.

**Determining the Availability of a Deposit.** The length of the delay is counted in business days from the day of Your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays.

Except for deposits received in Our night depository and through Our remote deposit capture system, if You make a deposit before closing on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day We are not open, We will consider that the deposit was made on the next business day We are open.

For deposits received in Our night depository, We will consider the day the deposit is removed from such depository, and available for processing by Us as the day received.

For deposits received through Our remote deposit capture system, if You make a deposit before 8:00 p.m. on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after 8:00 p.m. or on a day We are not open, We will consider that the deposit was made on the next business day We are open.

For deposits made at automated teller machines (ATMs) We own and operate (which are identified as Our machines), if You make a deposit before 12:00 noon on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after 12:00 noon or on a day We are not open, We will consider that the deposit was made on the next business day We are open.

The length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability.** Funds from electronic direct deposits will be available on the day of deposit. Funds from deposits of cash, wire transfers to Your Account, and checks drawn on Us will be available on the business day We receive the deposit.

**Next-Day Availability.** Funds from the following deposits are available on the first business day after the day of Your deposit: U.S. Treasury checks that are payable to You.

If You make the deposit in person to one of Our employees, funds from the following deposits are also available on the first business day after the day of Your deposit:

- 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.

## FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

If You do not make Your deposit in person to one of Our employees (for example, if You mail the deposit), funds from these deposits will be available on the second business day after the day We receive Your deposit.

**Other Check Deposits.** The first \$275.00 from a deposit of other checks will be available on the first business day after the day of Your deposit. The remaining funds will be available on the second business day after the day of Your deposit. For example, if You deposit a local check of \$700.00 on a Monday, \$275.00 of the deposit is available on Tuesday. The remaining \$425.00 is available on Wednesday.

**Remote Deposit Capture Deposits.** The first \$275.00 from a deposit of other checks will be available on the first business day after the day of Your deposit. The remaining funds will be available on the second business day after the day of Your deposit. For example, if You deposit a local check of \$700.00 on a Monday, \$275.00 of the deposit is available on Tuesday. The remaining \$425.00 is available on Wednesday.

**Deposits at Automated Teller Machines.** For deposits made at automated teller machines (ATMs) We own and operate (which are identified as Our machines), deposits will become available for withdrawal based on the availability schedule described above. Funds from any deposits (cash or checks) made at ATMs We do not own or operate will not be available until the 2nd business day after the day of Your deposit.

**Holds on Other Funds.** If We accept for deposit a check that is drawn on another bank, We may make funds from the deposit available for withdrawal immediately but delay Your availability to withdraw a corresponding amount of funds that You have on deposit in another Account with Us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that You deposited.

**Longer Delays May Apply.** Funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.

- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn Your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the 8th business day after the day of Your deposit. We reserve the right to refuse: (i) any item for deposit; and/or (ii) to cash a check ("encashment").

**Special Rules for New Accounts.** If You are a new member, the following special rules may apply during the first 30 days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$6,725.00 will be available on the ninth business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of Our employees, the first \$6,725.00 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 fifth business day after the day of Your deposit.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Dividend Payment Policy.** See the Account Disclosures section in this brochure for Our policy on the payment of dividends.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

**THIS IS YOUR SUBSTITUTE CHECK POLICY DISCLOSURE AND INSTRUCTIONS. IT CONTAINS IMPORTANT INFORMATION CONCERNING OUR SUBSTITUTE CHECK POLICY AND NECESSARY DISCLOSURES AS REQUIRED BY THE CHECK CLEARING FOR THE 21st CENTURY ACT (12 CFR 229 ET SEQ) AND SPECIAL INSTRUCTIONS REGARDING YOUR RIGHT TO FILE FOR AN EXPEDITED REFUND. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

### What is a substitute check?

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

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

### What are my rights regarding substitute checks?

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

The amount of Your refund under this procedure is limited to the amount of Your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of Your refund if Your Account is an interest-bearing Account.

If Your loss exceeds the amount of the substitute check, You may be able to recover additional amounts under other law.

If You use this procedure, You may receive up to \$2,500.00 of Your refund (plus interest if Your Account earns interest) within 10 business days after We received Your claim and the remainder of Your refund (plus interest if Your Account earns interest) not later than 45 calendar days after We received Your claim.

We may reverse the refund (including any interest on the refund) if We later are able to demonstrate that the substitute check was correctly posted to Your Account.

### How do I make a claim for a refund?

If You believe that You have suffered a loss relating to a substitute check that You received and that was posted to Your Account, please contact Us by telephone at the number shown herein, or write to Us at the address shown herein, or e-mail Us at the e-mail address shown herein. You must contact Us within 40 calendar days of the date that We mailed (or otherwise delivered by a means to which You agreed) the substitute check in question or the Account statement showing that the substitute check was posted to Your Account, whichever is later. We will extend this time period if You were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

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

## WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer

## WIRE TRANSFER AGREEMENT (continued)

requests may involve the transfer of funds from any of Your designated Accounts with Us to another Account You have with Us, to any other financial institution, or to a third party or Account of a third party maintained with Us or any other financial institution. Except as provided by applicable law and the available funds in Your Account, there are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named on Your Account signature authorization and/or application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated on Your Account signature authorization and/or application for membership. For confirmation purposes, We may call any party designated on Your Account signature authorization and/or application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply and/or which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You shall have no right to cancel or amend a payment order made by You after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or Amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your Account signature authorization and/or application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified on Your Account signature authorization and/or application for membership. All modifications or additions must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your Accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or Account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or Account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or Account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any

discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay dividends or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your Account signature authorization and/or application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named on Your Account signature authorization and/or application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your Account signature authorization and/or application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.