

# **Business Member ACCOUNT AGREEMENT**

Effective as of January 2023



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# **INTRODUCTION**

## **WELCOME TO MEMBER ONE**

A common bond through uncommon strength. Member One FCU seeks to make a meaningful difference in the financial lives of our members. Our history of solid financial performance and member satisfaction is part of our belief that helping people achieve financial goals helps communities. In strengthening communities we serve, we help improve each community's quality of life. We donate time, goods, services and financial support to area non-profit organizations, charities and community projects. Our bottom line is driven by a commitment to quality service, not making a profit.

A credit union is a cooperative, which means it is owned and operated by its members. To join Member One FCU, you and your business must meet the membership requirements, including, without limitation, the purchase and maintenance of the required share(s), as set forth in Member One FCU's bylaws. The minimum requirement of par value for a membership share is \$5 deposited in a primary share account that names the member as the sole or primary owner. An initial deposit to a primary share account makes you an owner-member of the credit union. Being named as an authorized signer of a business account is non-sufficient to establish membership. If you fail to complete payment of one share upon admission to membership or within 6 months from the increase in the par value of shares, or if you reduce your qualifying membership account balance below the par value of one share and do not increase the balance to at least the par value of one share within 2 months of the reduction, you may be assessed a fee and be terminated from membership at the end of a dividend period. If you voluntarily withdraw all your shares, you may be terminated from membership immediately.

A minimum balance of \$5 must be maintained in this account until the end of each dividend period in which a withdrawal is made. Failure to maintain such minimum balance will result in forfeiture of dividends on withdrawals up to the date that the balance falls below the minimum balance.

Each primary member or entity may cast one vote to elect our Board of Directors. Authorized signors are not eligible to vote.

Our accounts and services are generally available through all of our channels – in our branch locations, through our call center, telephone banking and online. However, some accounts and services may not be available at all times, in all locations, or through all channels.

## **CONTACTING MEMBER ONE FEDERAL CREDIT UNION**

Visit any branch: see locations at [memberonefcu.com](http://memberonefcu.com)

Phone: 800.666.8811

Email: [callcenterdept@memberonefcu.com](mailto:callcenterdept@memberonefcu.com)

Live Chat: [memberonefcu.com](http://memberonefcu.com)

Mail: PO Box 12288 Roanoke VA 24024

# **AGREEMENT FOR YOUR MEMBERSHIP ACCOUNT**

## **AGREEMENT**

As used in this Business Member Account Agreement (“Agreement”) the words “we,” “our” and “us” mean Member One Federal Credit Union (the “Credit Union”) and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw or exercise control over the funds in the account. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular. “Party” means a person who, by the terms of an account, has a right to request payment from the account, other than as a beneficiary or agent.

This Agreement, along with any other documents we provide pertaining to your account(s), is a contract that establishes rules, which govern your account(s) with us. Please read this carefully and in its entirety so you understand your rights and obligations for your membership account(s) with the Credit Union and keep it in a convenient location for future reference. If you sign a membership application, open an account, or continue to have your account with us, now or in the future, you agree to the rules disclosed in this Agreement. You will receive a separate schedule of rates, qualifying balances and fees that may be charged to you if they are not included in this Agreement. The Credit Union may deduct such fee against any account except accounts where our right to deduct is prohibited by law. If you have any questions, contact us using any of the options listed under Contact Member One Federal Credit Union.

## **GOVERNING LAWS**

This Agreement is governed by the Credit Union’s bylaws, federal laws and regulations and the laws of the Commonwealth of Virginia. As permitted by applicable law, any legal action regarding this Agreement shall be brought in Roanoke City, Virginia.

The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- Summarize some laws that apply to common transactions;
- Establish rules covering transactions or events which the law does not regulate;
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- Provide disclosures of some of our policies to which you may be entitled, or which may be of interest to you.

## **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable according to its terms, such invalidity or enforceability shall not affect the validity or enforceability of any other provision hereof, and all such remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the membership application for your account or in some other document.

You also acknowledge receipt of and agree to be bound by our Business Savings Addendum and business fee schedule, as amended from time to time, and to conform to our rules, regulations, bylaws and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the Business Savings Addendum, the terms appearing in the Business Savings Addendum will control. Savings Addenda are incorporated into this Agreement and accompanied with the business fee schedules. This Agreement is incorporated into and made a part of any application or other document that you execute in connection with the opening or the use of any account. This Agreement supersedes any other Account Agreement you may have with us and any such prior agreements are hereby deemed to be null and void except with regard to any claims that may have arisen thereunder prior to the adoption of this Agreement.

You agree to keep Member One informed of your current mailing address and are to promptly notify us if your contact information changes.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Business accounts will require specific documentation based on the entity type and will be required prior to account opening. If information is not verified and/or you do not provide additional documents as requested, the account may be frozen or restricted. We may refuse to open a membership if we do not receive all identifying documents requested.

Federal law requires each individual becoming a member to certify under penalty of perjury that the Taxpayer Identification Number (TIN) furnished to the Credit Union is the individual's correct number, and the individual is not subject to backup withholding. For an individual, your TIN is usually your Social Security Number. You are also required to provide an Employer Identification Number (EIN) or Social Security Number for Sole Proprietors and single member LLCs. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required for backup withholding. Failure to provide a valid TIN and to complete and sign a membership application certifying your Social Security Number for this purpose could result in backup withholding being applied to all of your interest earnings (dividends) at Member One.

In addition, in compliance with the Bank Secrecy Act (BSA), we may ask you to supply certain information about your employment and other sources of income.

**BUSINESS FEE SCHEDULE**

The Credit Union's business fee schedule, as referred to in this Agreement, is given to members upon account opening. Members may

also request a business fee schedule by contacting us using any of the options listed under Contact Member One Federal Credit Union.

## **BUSINESS AND CONSUMER REPORTS**

You authorize us to check your account history, credit, employment history, and obtain reports from third parties, including credit reporting agencies. This will help us verify identity to determine if we should open your account, to determine if we should maintain, collect or restrict your account, to determine if you continue to meet your eligibility for account(s) at the Credit Union and/or in connection with making future credit opportunities available to you. Further, you authorize us to give information concerning our experience with you to others. Upon request we will provide the contact information for the agency(ies) used.

## **DISCLOSING INFORMATION ABOUT YOU AND YOUR ACCOUNT**

At any time we may disclose your information to a consumer reporting agency or to other agencies that we have determined to have a legitimate purpose for obtaining your information. This may include, but is not limited to, consumer reporting agencies, in response to a subpoena or other court order, in response to losses incurred by us, to comply with regulatory agencies, and service providers who assist in credit union operations.

## **PRIVACY POLICY**

Our privacy policy can be found at any branch location or by visiting our website, available at <https://www.memberonefcu.com/privacy-policy>.

## **BYLAWS**

Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations which affect your account and membership. Upon request, you may obtain a copy of the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s).

## **LIABILITY**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of each account you are a party to and to the corresponding schedule of charges. You authorize us to deduct the charges directly from the corresponding account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to any of your accounts. This liability is due immediately and can be deducted directly from the account balance of any account you are a party to whenever sufficient funds are available in any account. You have no right to defer payment of this liability and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.



## **LEGAL PROCESS**

Legal process refers to, but is not limited to, search warrant, writ of attachment, execution, garnishment, tax withholding, order, levy, restraining order, subpoena, warrant, injunction, forfeiture, or government agency request for information.

We may accept and comply with legal process that is served in person or by mail. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so.

We may hold and turn over any funds or other property to any court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or property. If we hold or turn over funds, we may without any liability to you, return checks and other items unpaid and refuse to permit withdrawals from the account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit. We may charge your account a fee for each legal process. You agree to pay us for fees and expenses that we incur in responding to any legal process related to your account. These fees may include, but are not limited to, research, copying of documents, and attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice. If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement, even though other accounts on the combined statements are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all owners or signers even though they may not all be referenced in the legal process. We may produce documents held at, or provide access to, property that is located in any of our facilities operated by a third party on our behalf, even if the facility is not designated as a place to be searched in the legal process. We have no liability to you if we accept and comply with a legal process as provided in this section.

## **MEMBER CONDUCT & LIMITATION OF SERVICES**

### **ACCOUNT CLOSURE**

You must remain a member in good standing. The Credit Union may close your account(s) at any time, with or without cause, including, without limitation, causing a loss to us, for security reasons, or for any reason as allowed by applicable law. Once your account(s) is closed, we have no obligation to accept deposits or pay outstanding items. You agree to hold us harmless, and we will not be liable for any loss or damage resulting from the termination of your account(s). The closing of your account(s) will not release you from any fees or other obligations incurred prior to the date the account(s) is closed.

### **LIMITATION OF SERVICES**

We are committed to providing exceptional products and services in a professional and safe atmosphere for our members and employees. Our Limitation of Services policy defines circumstances in which services may be restricted or limited. The policy is not intended to restrict or deny rights to any particular group, but is intended to protect the staff, members, officials and property of the Credit Union. Members

who engage in abusive, threatening, disruptive, obscene, fraudulent, illegal, dishonest or harassing behavior or who choose to use profane and/or intimidating language on Credit Union premises toward our employees, members, volunteers, or officials will be subject to (i) denial of Credit Union services other than the right to maintain a share account and the right to vote at annual and special meetings (in such an event the membership share will cease to earn dividends), (ii) denial of Credit Union services which involve personal contact with employees, volunteers or officials, (iii) denial of access to any Credit Union property and (iv) any other action deemed necessary under the circumstances, in the sole discretion of the Credit Union, that is not expressly precluded by applicable federal and state laws.

You acknowledge and agree that any threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities.

In the case of continued abusive behavior or an extremely abusive incident, you acknowledge and agree that you may be subject to expulsion from the Credit Union at a special meeting of the members or at the next annual meeting of the membership. These limitations will not prohibit you from exercising your rights under federal or state law or regulation.

You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under applicable law, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees), arising out of or related to any action or inaction related to the matters described in this paragraph.

Restrictions or suspensions of accounts, products, and/or services will be reasonably related to the nature of your conduct. This policy will also apply to joint owners and authorized users of accounts, products, and services. When you are delinquent on a loan or have caused the Credit Union a loss, we may deny your subsequent application for any new product or service that would allow you to obtain further credit from the Credit Union or cause us a further loss.

For your safety, you may be asked to remove your hat, sunglasses, or any other item that may conceal your identity. We ask that you refrain from carrying weapons of any kind on to the Credit Union's property and facilities.

**LIABILITY FOR UNAUTHORIZED OR FRAUDULENT ACTIVITY**

By applying for or requesting a Credit Union Visa® debit or credit card and by using the Credit Union's online or mobile banking, you agree to accept responsibility for protecting the integrity of your (i) Password, (ii) Password Reset Questions and Answers, (iii) Challenge Questions and Answers and (iv) Personal Identification Numbers (PIN) (collectively,

“Personal Account Information”). In order to prevent unauthorized transactions on your account(s), you agree to ensure the security of any personal computer (PC) that you use, your mobile phone and any other means by which you access Credit Union services. As a cooperative organization, we must make all attempts to safeguard our members’ investments. Therefore, those members who fail to maintain the security and confidentiality of their accounts and the access thereto resulting in repeated unauthorized transactions, losses from fraudulent activity, and/or the failure to maintain and secure their Personal Account Information will result in a revocation of services until suitable measures have been taken to safeguard both the Credit Union and its members from financial loss.

If you cause us a monetary loss, we reserve the right to revoke any and all services normally provided by the Credit Union in connection with account(s) governed by this Agreement. Services shall remain revoked until such time as you make full restitution of the monetary loss, including all applicable collection and/or legal fees.

**ERROR NOTIFICATION**

If you fail to notify the Credit Union of any errors within 60 days of receipt of your statement, you waive the right to assert any errors against us.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

**BUSINESS ACCOUNTS**

The following are persons authorized (“Authorized Person(s)”) to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union: if the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner; if the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners; and/or if the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

All Authorized Persons must be at least 18 years of age. Authorized Persons are vested with the authority to open and close the account on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following: depositing, withdrawing and transferring funds into, out of and between one or more accounts; signing drafts, checks and other orders for payment or withdrawal; issuing instructions regarding orders for payment or withdrawal; endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner; and receiving information of any nature about the account.

**POWER OF ATTORNEY**

If you choose to appoint an agent to act on your behalf pursuant to a power of attorney (“POA”), we may rely on instructions provided by the agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, valid under Commonwealth

of Virginia law and the form of appointment must be acceptable to us. We have the right to request further documentation or information if deemed necessary or appropriate. In accordance with the terms of the POA, the agent you designate to act on your behalf will be authorized to transact business on your account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others.

If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA. We are not liable for any transactions by an agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

## **DEATH OF BUSINESS MEMBERS**

If the account is in the name of an individual person or a business that is organized as a sole proprietorship, and no other authorized signers are on the account we may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may, at our discretion, pay drafts or honor other payments or transfer orders authorized by the Account Owner.

If additional authorized users are on the account at the time of death of the owner we will, at our discretion, restrict the account until a determination has been made by us as to who should legally be beneficiary of the account funds. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim.

For all other business entities where all owners are deceased Member One FCU may seek legal counsel as to who should have legal access to funds in the account at the time of the last owner's death. We reserve the right to restrict access to these accounts and may not honor transfer orders, withdrawals, deposits, and other transactions. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or organized as a sole proprietorship.

You agree to notify us promptly if any person with a right to withdraw funds from this account dies or becomes legally incompetent. We may continue to honor your 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.

## **DORMANT AND ABANDONED MEMBERSHIP**

If you have not made any transactions over a period of nine (9) months and we have been unable to contact you, your account may be classified by us as dormant.

In accordance with each state law, unclaimed property and funds in abandoned accounts are remitted to the custody of the applicable state agency and we will have no further liability to you for such funds. Unclaimed property may also include negotiable instruments that remain outstanding. You must apply to the appropriate state agency to reclaim such funds. A dormant and/or escheatment fee may be assessed in accordance with the Fee Schedule.

## **FUNDS AVAILABILITY**

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on-us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item even though we may provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we record them.

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day after the day of your deposit. In some cases we may place a hold on funds that are deposited by check. A hold results in a delay in the availability of these funds. When a hold is placed on a deposit you will receive notice of the hold and a date of funds availability. For ATM deposits, the hold notice may be found at the terminal. In some cases, you will get a hold notice by mail. You may avoid holds by using direct deposit or wire transfer.

A check deposit may be returned unpaid after we have made the funds available to you. You, as account owner(s) are responsible for any items returned as unpaid for any reason. You are responsible for repayment of any returned item and any fees incurred. We may charge your account for the amount of the check and fees even if doing so overdraws the account.

While we generally choose to apply our Funds Availability Policy to deposits made to savings accounts (including money market savings accounts), and to deposits made using a mobile device, note that our Funds Availability Policy does not apply to these deposits and we may delay availability of funds.

## **YOUR ABILITY TO WITHDRAW FUNDS**

Cash deposits are available for withdrawal same business day. Deposits made by check are made available by the next business day, with exceptions per our hold policy. Our policy is to make funds from electronic direct deposits made through the automated clearing house (ACH) available to you in accordance with Nacha Operating Rules and Guidelines.

Incoming wire transfers received prior to the end of business day may be available to you on the day of the deposit. Once funds are available,

you may withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if a deposit is made after our cutoff or on a day we are not open, we will consider the day of your deposit to be the next business day we are open. Our established cutoff time is when a branch and/or department closes for business and may vary by location. The cutoff time for checks deposited at a Member One Federal Credit Union ATM is 8pm local time.

### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds deposited by check available to you by the first business day after the day of your deposit. Depending on the type of check that is deposited, funds may not be available for two to seven business days after the day of deposit. The first \$225 of your deposit may be available no later than the first business day after the day of your deposit.

We will generally notify you at the time of deposit if funds availability will be delayed. Notification will include when the funds will be made available. If your deposit is not made in a branch location, or if we decide to take this action after you have left the premises, we will mail you a notice by the next business day after we receive your deposit. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid,
- You deposit checks totaling more than \$5,000 on any one day,
- You redeposit a check that has been returned unpaid,
- You have overdrawn your account repeatedly in the last 6 months,
- There is an emergency, such as failure of computer or communications equipment.

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

This policy statement applies to all accounts. 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. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

If you are a new account holder, special rules may apply during the first 30 days your account is open. Funds received electronically through deposits of cash, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first business day after the day of deposit if the checks are payable to you. The excess over \$5,525 will be available

on the ninth business day after the day of deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person in a branch location, the first \$5,525 will not be available until the second business day after the day of deposit. Funds from all other check deposits will generally be available no later than the seventh business day after the day of deposit.

Funds received electronically through ACH and wire transfers will be available immediately per Nacha operating rules.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines and are subject to the following Funds Availability Policy: deposits may be subject to a two-business day hold for verification purposes.

## **ENDORSEMENTS**

You must endorse all items you deposit. Endorsements must be placed in the space on the back of the check between the top edge and 1-1/2 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you are responsible for any loss incurred by us due to the delay or error.

## **PROCESS**

### **BALANCE**

Your account has two kinds of balances: the "current" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. Your current balance is the amount of money that is actually in your account at any given time, but not all funds included in this balance are considered accessible for transactions on your account. Your current balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under our Funds Availability Policy.

While the term "current" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your current balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$100 current balance, but you just wrote a check for \$40, then your current balance is \$100 but it does not reflect the pending check transaction. At that point, you have a current balance of \$100, but you have already spent \$40. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have a current balance of \$100 and an available balance of \$100. If you were to use your debit card at a

restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount).

Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your current balance would still be \$100 because this transaction has not yet posted, but your available balance would be \$80 because of the restaurant’s preauthorization request that resulted in an authorization hold of \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will post the transaction to your account and your current balance will be reduced by the amount of the posted transaction.

We use your available balance to determine when your account is overdrawn. The following example illustrates how this works: Assume your current and available balance are both \$50, and you use your debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, and your available balance is only \$30. Your current balance would remain \$50. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$10, even though your current balance is \$50. In this case, we may pay the \$40 check, but you will be charged a Courtesy Pay Fee of \$35. That fee will be deducted from your account, further increasing the overdrawn amount. Your account is considered overdrawn when the available balance in your account is negative (less than \$0).

## **OVERDRAWING WITH AN AVAILABLE BALANCE**

Your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account. In addition, your available balance may not reflect all of your debit card transactions.

For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions, cash transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled “Authorization Holds for Debit Card Transactions” below for information about how authorization holds affect your available balance. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signature on the membership application may withdraw or transfer all or any part of the account balance at any time. We may charge your account for a check even though payment was made before the date of the check unless we have received written



notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the Funds Availability Policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our Funds Availability Policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. Finally, your available balance may not reflect the most recent deposits to your account. Refer to our Funds Availability Policy for information regarding the availability for withdrawal of your deposits.

## **POSTING**

There are two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account. We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors as set forth below.

We may pay or authorize some transactions, and decline or return others, in any order we deem appropriate as set forth herein and to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more returned items and more overdraft and returned item fees than other posting orders.

We receive some items individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, point-of-sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Items that we currently receive in batches include checks drawn on your account presented by other financial institutions, "on us" checks, and ACH transactions. Checks within a batch presented at the same time on any given day are cleared in order of check number, lowest to highest number, beginning with lower number clearing first, followed by higher number. We generally post batched transactions as they are received throughout each business day (subject to certain exceptions). We may, at our discretion, not clear and return an item due to non-sufficient funds (NSF). The payee or their financial institution may resubmit the returned item for repayment at any time. Each time the item is submitted and returned due to non-sufficient funds, a fee will be assessed. For ACH

batch transactions we receive at the same time on a particular business day, we will generally post credits first and the debit items in low-to-high dollar amounts.

The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting process, we reserve the right to:

- Establish different categories of items,
- Establish a posting order for each category of item(s),
- Establish different posting orders for items within each category, and
- Change the timing of when items are posted during the day and whether they are posted individually or in batches.

Except to the extent limited by applicable law, we have the right to change any of the factors described above at any time without prior notice to you.

### **AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS**

When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you have signed for it, depending on the merchant and its processing company.

These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the current transaction amount because the current transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your current transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance.

We cannot control how much a merchant asks us to authorize, or when

a merchant submits a transaction for payment. We are permitted to place an authorization hold on your account for up to five (5) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the current transaction, we may maintain the authorization hold even after the purchase amount is currently paid from your account. However, in these instances, we will not maintain an authorization hold for longer than five (5) business days (or for up thirty (30) business days for certain transactions).

**RESTRICTIVE LEGENDS**

You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft or item which contains your account number, amount of check and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

**STALE AND POSTDATED CHECKS**

You authorize us to accept and pay any check without regard to the date of the check. We are under no obligation to pay a check which is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop-payment order or notice of postdated change. You agree that we are not required to identify stale dated checks or seek your permission to pay them.

## **TRANSFER LIMITATIONS**

A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time, (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM, then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

Transactions that are not covered by these limitations include transfers from your account to pay a loan with us, and transfers to your other accounts with us or withdrawals by check mailed directly to you, if the transfer or withdrawal is conducted in person, by mail or at an ATM.

## **DIRECT DEPOSITS**

If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government, or any State Government for any reason, you authorize us to deduct the amount of our liability to the Federal or State Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## **ACH AND WIRE TRANSFERS**

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

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

Under the operating rules of the Nacha Operating Rules, which are applicable to ACH transactions involving your account, we are not

required to give next-day notice to you of receipt or return of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more ACH Operator and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, as provided by the operating rules of the Nacha Operating Rule, which are applicable to ACH transactions involving your account.

## **OVERDRAFT PRIVILEGE PROGRAM**

An overdraft occurs when you do not have enough funds available in your checking account to cover a transaction. If an item is presented without sufficient funds, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF).

1. We provide Overdraft Savings Transfers that are included at no additional cost with your checking account. To learn more, see below or ask us about this feature.
2. Business Overdraft Protection Lines of Credit, which require credit approval, may be cheaper than our fee-based overdraft program, Overdraft Privilege Program. To learn more, ask us about this plan or visit our website at [memberonefcu.com](http://memberonefcu.com).
3. We also offer an Overdraft Privilege Program (OPP).
  - Courtesy Pay (CP)
  - Courtesy Pay Plus (CPP) – must opt in to activate this privilege

It is the policy of the Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

OPP is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to your OPP limit and the amount of the courtesy pay fee. The Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Member One Federal Credit Union of an overdrawn share draft (or items, such as ATM withdrawals) does not obligate the Credit Union to pay any other overdrawn share draft (or item), or to provide prior notice of its decision to refuse to pay such share draft (or item).

Under Courtesy Pay (CP), we may pay checks, Automated Clearing House (ACH), Bill Pay, and recurring Debit Card transactions presented against your checking account when enough funds are not available to cover the transaction(s). We will not authorize and pay overdrafts for the following types of transactions unless you opt into Courtesy Pay Plus (CPP):

- ATM withdrawals
- Everyday debit card transactions (such as one-time debit card and ATM card purchases)

To qualify for the program you must be at least 18 years of age; checking account must be opened for 60 days and account in good standing which includes:

- Bringing your account to a positive balance within a thirty (30) day period for a minimum period of 24 hours
- No delinquencies, charge-offs, or legal orders against your Member One account(s)
- No return mail, dormant, or inactive status on your Member One account

Once you review this disclosure and you would like to opt in to Courtesy Pay Plus (CPP) please contact us at 1-800-666-8811 or visit a branch representative at one of our convenient locations.

#### Standard Practice and Fees

1. A Courtesy Pay fee will be assessed each time an overdraft is paid
2. A Non-sufficient Funds (NSF) fee will be assessed for any returned (unpaid) item or overdrawn status

Refer to the Business Fee Schedule.

This privilege will generally be limited to \$800 overdrawn (negative) balance for members enrolled in Courtesy Pay and Courtesy Pay Plus. Of course, any and all fees and charges, including without limitation the courtesy pay fees (as set forth in our fee schedules and Member Account Agreement), may cause the account to become overdrawn in excess of the maximum amount.

Having the OPP does not guarantee that we will pay overdrafts. Member One FCU pays overdrafts at our discretion. If we do not authorize and pay an overdraft, your transaction will be declined and/or your check/ACH will be returned unpaid and a non-sufficient funds (NSF) fee will be assessed.

The fee for each paid overdraft is outlined on our Business Fee Schedule. There is no fee for the Overdraft Privilege Program (OPP). If we do not pay the overdraft, there is an NSF/Overdraft fee per check or item. There is no limit on the number of overdrafts paid, overdraft fees, or courtesy pay fees incurred on any one day. These fees may be amended as set forth in our Business Fee Schedule.

#### **OVERDRAFT SAVINGS TRANSFERS**

If your checking account does not have sufficient funds to cover a check or ACH transaction, we will first attempt to pay the overdraft at no charge through Overdraft Savings Transfers from your primary share account (your membership savings account), provided it has sufficient funds available, before using OPP. Through Overdraft Savings Transfers, we will only use funds from the primary share account to pay a check or ACH overdraft transaction if there are sufficient funds available in the savings account to cover the full amount of the overdraft transaction. This transfer/withdrawal limit includes transfers by Member One to cover overdrafts, your preauthorized transfer requests, and your requests for transfers and withdrawals by telephone (including the Automated Telephone Service – Account Line), through Member One Online Banking, through the Member One Mobile App, or by Automated Teller Machine (ATM).

## TRANSACTION PROCESSING AND OPP

If we do not cover your overdraft through Overdraft Savings Transfers and you do not have an LOC, we may cover your overdraft through OPP. Everyday debit card transactions (such as one-time debit card and ATM card purchases) may not be covered unless you are opted into Courtesy Pay Plus (CPP). To determine whether a transaction may cause an overdraft, it is important to understand that your checking account has two kinds of balances: the Available Balance and the Current Balance.

- Available Balance indicates the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending transactions that have been authorized but may not yet have been processed (posted) such as debit card POS transactions, online transfers, ATM transactions, or pending deposits. It does not include items such as scheduled Bill Pay transactions, deposits with holds on them, and checks that you have written but that have not yet cleared your account.
- Current Balance is calculated after all transactions have posted to your account. We first process (post) all money coming in to your account (credits, deposits, etc.). After those are processed, we process (post) all money coming out of your account (debits, withdrawals, etc.). When more than one transaction from a group is processed on the same day, the items will be processed in the order of lowest to highest amount within that group of transactions.

Assessment of overdraft fees is determined based on the available balance in the checking account at the time of settlement not authorization. Debit card authorizations are approved based on the available balance plus, overdraft privilege threshold and do not include fees. If an item is presented without sufficient funds, we may at our discretion, pay the item (creating an overdraft) or return the item as non-sufficient funds (NSF). We may, at our discretion, not clear and return an item due to non-sufficient funds (NSF). The payee or their financial institution may resubmit the returned item for repayment at any time. Each time the item is submitted and returned due to non-sufficient funds, a fee will be assessed.

When you use your Member One Debit Card to make a purchase, the transaction is authorized based on your Available Balance plus any overdraft Privilege Program or Money Line of Credit (OPP or LOC) you have enrolled in at the time of the purchase. Once a transaction is authorized, a temporary hold is placed on your account for the amount of the purchase; you will see this hold reflected in your Available Balance. This hold does not affect or otherwise adjust your Current Balance. This hold will be removed when the transaction posts to your account or after five (5) business days, whichever comes first. Although the hold may be removed after five (5) business days, the merchant has up to 180 calendar days to present the transaction for posting. In some cases, the hold may exceed or be less than the amount of the transaction; for example, for some purchases made at gas stations, restaurants, or hotels, or for car rentals. Funds subject to a hold are not necessarily the same funds that are ultimately used to pay for a transaction. When the hold is removed, the funds will be added to the Available Balance in your account.

If your account is overdrawn after the held funds are returned to the Available Balance and the transaction posts, a Courtesy Pay or NSF fee may be assessed. Please note, transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred. Even though a transaction has been authorized, it still might result in an overdraft if you initiate other transactions that are processed before it. So, do not consider a transaction authorization as a guarantee there will be sufficient funds in your account to cover the transaction when it posts.

Ordinarily, we will not authorize debit card transactions unless you have sufficient available funds in your checking account and available OPP amounts, if you are enrolled in CPP. However, we may pay some debit card transactions when you do not have sufficient available funds even if you did not opt into CPP for debit card transactions, if we had authorized the transaction in advance, or had placed a hold that differs from a transaction amount, as described in the previous paragraph. Therefore, opting into CPP for debit card transactions may result in your incurring CPP fees for some transactions that we would otherwise pay without assessing a fee. If your checking account goes into an overdrawn status (including Courtesy Pay fees) and funds are available in the linked savings account, we will transfer all or some of the funds from the savings account to the overdrawn checking account to reduce or eliminate the overdrawn amount, as permitted by law.

### **TIPS TO CONTROL COSTS FOR THE OPP**

- Good account management is the best way to avoid overdrafts.
- Electronic banking services at [memberonefcu.com](http://memberonefcu.com) and using our apps on your mobile device can help you keep track of your balance.
- A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts.

### **MEMBER OPT-OUT RIGHT**

We offer the OPP of Courtesy Pay and Courtesy Pay Plus as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of these services at any time by notifying us. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against a non-sufficient balance on your checking account and you will be responsible for any Courtesy Pay/NSF fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

### **RESTRICTION OF OPP PRIVILEGES**

OPP is not a loan or a line of credit and must be repaid promptly. If the account remains overdrawn beyond 30 days of the initial transaction posting, OPP privileges will be revoked temporarily. For example, if you overdraft \$100 on the first of the month and \$200 on the 20th, then a total of \$300 is due on or before the 30th. The account must have a positive balance for a minimum of one business day to allow the deposited funds to clear and reset the 30-day repayment cycle. If day 30 of the repayment cycle falls on a weekend or holiday, the account



must have a positive balance as of the previous business day to be eligible for OPP reinstatement. All accounts that remain in a negative status will be charged off by the 45th day or sooner if deemed to be non-collectible. Such action could result in the checking account being closed and restriction of your membership privileges. These are not the only circumstances under which OPP may be terminated, and Member One FCU reserves the right to revoke OPP privileges, permanently or temporarily, at any time and to deny the payment of any transactions without prior notification.

## **CANCELING YOUR ENROLLMENT IN OPP**

You have the right to revoke your consent by opting out of OPP by contacting us using any option listed under Contacting Member One Federal Credit Union.

## **NOTICES**

### **PROVIDING STATEMENTS AND NOTICES**

You agree that a statement reflecting the activity on your account for each statement period will be sent to you via mail or electronically. Notices will be sent the same way. All statements and notices will be sent to the postal or electronic address associated with your account.

### **ACCOUNT STATEMENTS AND NOTICES**

When a business account has more than one authorized signer, we will send or otherwise make available account statements and notices to all authorized signers. Any information mailed will be sent to the primary or mailing address on record. The business receiving this information is responsible for sharing copies of the information with other owners who may not reside at the primary or mailing address. We may as a courtesy provide additional copies electronically. When the business requests that we send notices to an authorized signer, the authorized signer is responsible for providing copies to all account owners.

### **RETURNED OR UNDELIVERABLE STATEMENTS AND NOTICES**

Your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your account statement is available for viewing at Member One FCU Online Banking and we receive email notifications that our message is undeliverable.

In either event, we may

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable. We will not attempt to deliver account statements and notices to you until you provide us with a valid postal or electronic address.

### **ADDRESS CHANGES**

You can change your postal or email address online or in a branch. If you have a combined account statement, any owner of the account can change the address of all accounts included in the combined account

statement. We will act on your request within a reasonable time after we receive it.

## **OBLIGATION TO REVIEW STATEMENTS AND NOTICES**

You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. Between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could not only be with respect to items on the statement but other items with unauthorized signature or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signature, alteration, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and between you and us the loss will be entirely yours, as provided for under applicable law. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

## **ORIGINAL CHECKS IN STATEMENTS**

We do not return original paid checks with your account statements. Copies of your paid checks are available through Member One Online Banking, by calling the Member One Contact Center, or by visiting our banking locations.

## **MODIFICATION NOTICE**

If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message within your account statement or any other appropriate means as required by law.

## **BUSINESS DAYS**

For purposes of these disclosures, our business days are Monday through Friday, excluding Saturdays, Sundays and federal holidays.

## **SUBSTITUTE CHECKS**

### **WHAT IS A SUBSTITUTE CHECK?**

To make check processing faster, federal law permits financial institutions to replace original checks with substitute checks. These checks are similar 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.” A substitute check is a legal equivalent of the original check and may be used as proof of payment.

### **WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?**

In certain cases, federal law provides a special procedure to request a refund for losses suffered if a substitute check is incorrectly posted to an account. For example, a refund may be requested if the wrong amount

was deducted from an account or if more than one deduction was made for the same check. Losses may include the amount withdrawn and any fees charged as a result of the withdrawal. Refunds are limited to the amount of the loss or the amount of the substitute check. Members may be entitled to dividends on the amount of the refund if the account is a dividend-bearing account. If the loss exceeds the amount of the substitute check, additional amounts may be recovered under other law. If this procedure is used, the member may receive up to \$2,500 of the refund (plus dividends if the account earns dividends) within 10 business days after the claim is received and the remainder of the refund (plus dividends if the account earns dividends) no later than 45 calendar days after the claim is received. We may reverse the refund, including any dividends on the refund, if we are able to demonstrate that the substitute check was correctly posted to the account.

## **HOW DO I MAKE A CLAIM FOR A REFUND?**

If you suspect that you have suffered a loss relating to a substitute check posted to your account, please contact Member One Federal Credit Union by writing to P.O. Box 12288, Roanoke, VA 24024 or by calling 540.982.8811 or 800.666.8811. You must contact us within 40 calendar days of the date that we mailed or otherwise delivered by an agreed means 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.

### **CLAIMS MUST INCLUDE:**

- A description of the loss (for example, the amount withdrawn was incorrect).
- An estimate of the amount lost.
- An explanation of why the substitute check is non-sufficient to confirm a loss.
- A copy of the substitute check and/or information to help identify the substitute check including the check number, the amount of the check and the name of the person to whom the check was written.

The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

## **OTHER TERMS AND SERVICES**

### **CHECK STORAGE AND COPIES**

We generally keep a copy of each check we post to your account for seven years from the date the check posts to your account. We have no obligation to retain the original check. We typically keep the copies as a digital image. If a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss, or damage of any kind. After seven years we may destroy the copies. You may request a copy of a cancelled check by calling us at the number for member service on your statement. To produce a copy, we need the account number, check number, exact amount of the check, and the date the check was paid. This information is on your statement. Generally, we mail or make a copy available within

7 business days. If we need more time, we will tell you. A fee may apply to each check copy. Please see the business fee schedule for possible fees. If a check that you wrote was converted to an electronic debit, then the check was not sent to us for processing so we do not have a copy. We list these electronic debits on your account statement.

## **STOP PAYMENTS**

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. Please see "Preauthorized Payments" in this document. We may accept an order to stop payment on any item from any owner on an account. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before the payment has posted. When you place your stop-payment order, we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact, your order will not be effective, and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Your written stop-payment order is in effect for six (6) months; however, the order may be renewed indefinitely. Verbal requests for stop payment are valid for 14 days. We are not obligated to notify you if a stop-payment order expires. A release of the stop-payment request may be made by any account owner.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

## **TELEPHONE CALLS**

We may place calls to you for account fraud alerts, deposit holds, and amounts you owe us on your account. You authorize us to monitor, and record, telephone conversations you have with us and with our representatives for reasonable purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

## **PLEDGES**

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

## **RIGHT TO REPAYMENT OF INDEBTEDNESS/STATUTORY LIEN**

If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the term of the note at the time we charge the account, including any

balance on the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. Federal or state law provides us with a statutory lien. We are authorized to apply, without prior notice and when permitted by law, your shares and dividends to any financial obligation you owe us, whether the financial obligation is held individually or jointly with another, or as an guarantor, or surety, in accordance with the statutory lien.

The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

## **ARBITRATION**

### **BINDING ARBITRATION CONSENT AND AGREEMENT**

You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts or your relationship with us. If that cannot be done, you and we agree that any claim or dispute between us ("Claim") that is filed or initiated after the Effective Date (as defined below) of this Binding Arbitration Consent and Agreement, even if the Claim arose prior to the Effective Date of this Binding Arbitration Consent and Agreement, that arises out of or relates to this Agreement, your accounts or your use of our products or services shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claim is in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any Credit Union branch upon request. As a result, if either you or we elect to resolve a particular claim through arbitration, you will give up your right to go to court to assert or defend your rights under this agreement, except for claims brought individually within small claims court jurisdiction, so long as the claim remains in small claims court. This Binding Arbitration Consent and Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any federal or state law or regulation to the contrary, regardless of the origin or nature of the Claim. You acknowledge that this Binding Arbitration Consent and Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity seeking relief on your behalf.

By consenting to binding arbitration, you understand and agree with the following terms:

- **SELECTION OF ARBITRATOR:** If either you or we elect to resolve a Claim through binding arbitration, your rights will be determined by a neutral arbitrator and not a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Binding Arbitration Consent and Agreement, this Binding Arbitration Consent and Agreement will supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then you can select the appropriate forum for the Claim.
- **EFFECTIVE DATE:** This Binding Arbitration Consent and Agreement is effective upon the 61st day after we provide this Binding Arbitration Consent and Agreement to you ("Effective Date"), unless you opt out in accordance with the requirements of the RIGHT OF OPT-OUT provision below.
- **CLAIMS ARISING PRIOR TO EFFECTIVE DATE:** This binding arbitration consent and agreement applies to all claims that are filed or initiated after the effective date, even if the claim arises out of, affects, or relates to conduct that occurred prior to the effective date. If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.

## **ARBITRATION PROCEEDINGS**

Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Binding Arbitration Consent and Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. Arbitrators can award the same remedies including damages, injunctive relief on an individual basis, and other remedies that a court can award. Any determination as to whether this Binding Arbitration Consent and Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration.

- **CLASS ACTION WAIVER:** Any arbitration of a claim will be on an individual basis. You understand and agree that you are waiving the right to participate as a class representative or class member in a class action lawsuit.
- **LOCATION:** The place of arbitration shall be within 50 miles of your residence at the time the arbitration is commenced.

- **COSTS:** You understand we will pay for any filing, administration, and arbitrator fees as imposed on you by AAA. However, you will be responsible for your attorneys' fees, unless you prevail on the merits of your Claim in arbitration and attorneys' fees are awarded to you.
- **ATTORNEYS' FEES:** If you prevail on the merits of your Claim in arbitration, and attorneys' fees are awarded to you, we will pay your attorneys' fees. You will not be required to pay our attorneys' fees if we prevail.
- **SEVERABILITY:** In the event that the CLASS ACTION WAIVER in this Binding Arbitration Consent and Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Binding Arbitration Consent and Agreement will be unenforceable. If any provision in this Binding Arbitration Consent and Agreement, other than the CLASS ACTION WAIVER, is found to be unenforceable, the remaining provisions will remain enforceable.
- **SURVIVAL:** This Binding Arbitration Consent and Agreement will survive termination of the Agreement.
- **RIGHT OF OPT-OUT:** You have the right to opt out of this Binding Arbitration Consent and Agreement, provided that you notify us of your intent to opt out within 60 days after we provide you this Binding Arbitration Consent and Agreement. Your opt-out is only effective if you notify us in writing within such 60 day time period. If you fail to opt out within this 60 day time period, you will be deemed to have provided your consent to the resolution of your Claims through binding arbitration. In the event you opt out of this Binding Arbitration Consent and Agreement, such opt-out will not affect other terms and conditions of your Agreement. For more details or if you have questions, you may call us or visit a branch.

If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879. You understand that any debt or loan obligation you may have with us that is subject to the Federal Truth in Lending Act, 15 USC 1601 et seq., is not subject to this Binding Arbitration Consent and Agreement.

## **TRUTH IN SAVINGS DISCLOSURES**

**Rate Information:** All dividend-bearing accounts are variable rate, except fixed-rate certificate accounts. The Dividend Rate and Annual Percentage Yield (APY) may change at any time as determined by the Credit Union's Board of Directors. The Dividend Rate and APY for certificate accounts will be paid until the first maturity date. Refer to the Savings Addendum for current rates applicable to all accounts.

**Accrual of Dividends:** All items deposited will begin accruing dividends as of the business day of the deposit. For deposits such as non-cash, electronic and ACH, dividends will begin to accrue as of the business day that the Credit Union receives the credit for the deposit of the non-cash item. Please refer to "Determining the Availability of A Deposit" in the Funds Availability Policy for how a business day is defined. For specific dividend information, please refer to the chart that follows. Accounts closed before dividends are credited will receive accrued dividends.

For certificate accounts closed prior to maturity, accrued dividends, if applicable, are credited prior to penalties being applied.

**Notice of Withdrawal:** We reserve the right to require that you give us advance written notice of your intention to withdraw funds from your account.

**Fees and Charges:** Please refer to our Business Fee Schedule.

## **NATIONAL CREDIT UNION SHARE INSURANCE FUND**

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

## **BUSINESS SAVINGS**

A Business Membership Savings account is required in order to maintain business membership at the Credit Union.

Dividends will be compounded and credited every quarter. For this account type, the dividend period is quarterly; for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period: for the example above, March 31.

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the quarterly statement cycle.

The minimum required to open this account is \$5.00 and the purchase of a share in the Credit Union. If you do not maintain an active checking account you may be required to maintain a \$500 average monthly balance in any savings, share certificate, loan (excluding credit cards) or any combination of these accounts in order to avoid a monthly fee. See business savings addendum and business fee schedule for other restrictions that may apply.

## **BUSINESS ESSENTIAL CHECKING/BUSINESS EDGE CHECKING/BUSINESS ELITE CHECKING ACCOUNT**

No minimum balance is required to open or maintain this account. No transaction limitations apply to this account unless otherwise stated in the previous sections of this agreement.

Monthly maintenance and transaction fees may be associated with these accounts.

## **BUSINESS MONEY MARKET**

This is a tiered rate account. Refer to our Business Savings Addendum for current tiers and rates.

Dividends will be compounded and credited every month. For this account type, the dividend period is monthly; for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period: for the example above, January 31.



You must maintain a minimum daily balance in your account each day to obtain the disclosed annual percentage yield. Refer to our Business Savings Addendum for the minimum balance required for this account.

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

## **BUSINESS SHARE CERTIFICATE ACCOUNT**

For Share Certificate accounts, unless otherwise paid, dividends will be compounded every month.

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

For Share Certificate accounts, the dividend period is monthly.

There is a minimum balance required to open this account. You must maintain a minimum balance to obtain the disclosed dividend rate and/or annual percentage yield. Refer to our Savings Addendum for the minimum balance required for this account.

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

If withdrawals bring the account balance below the minimum balance required, then the certificate account may be closed. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

For Share Certificate accounts, after the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty.

A penalty may be imposed for withdrawals before maturity. Ninety (90) day interest penalty on amount withdrawn from a certificate with a term equal to or less than 12 months is imposed for all early withdrawals. For certificates with a term greater than 12 months there will be a penalty of one hundred eighty (180) days' interest. In certain circumstances such as death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Withdrawing funds prior to maturity may result in reduction of the principal balance within the account.

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

This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, your funds will be placed in a dividend-bearing account. Each renewal term will be the same as the original term, beginning on the

maturity date. At renewal, the dividend rate may be adjusted to the current rate offered for new accounts of the same term and requirements. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

We reserve the right, at any time, to require you to provide, in writing, not more than 60 days' notice of intention to withdraw the whole or any parts of the amounts paid into your account(s).

## **ELECTRONIC FUND TRANSFERS DISCLOSURES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### **TRANSACTION FEES**

The current Consumer Fee Schedule states the costs associated with certain services that may be charged to you. The Credit Union may deduct such charges against any account except accounts where our right to deduct is prohibited by law.

### **ATM OPERATOR/NETWORK FEES**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator, by us, and/or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). See business fee schedule for the Credit Union related fees.

### **CONFIDENTIALITY**

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

- Where it is necessary for completing transfers.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If unable to complete an electronic funds transfer due to nonsufficient funds.
- If you give us written consent.
- As explained in the separate Privacy Policy.

### **DOCUMENTATION OF TERMINAL TRANSFERS**

You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is under a minimum amount established by the terminal owner.

### **PREAUTHORIZED CREDITS**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 540.982.8811 or 800.666.8811 to find out whether or not the deposit has been made.

### **PERIODIC STATEMENTS**

You will receive a periodic statement for each monthly cycle in which

an electronic funds transfer has occurred on your account, and at least quarterly if no transfer has occurred. Dormant accounts are treated separately; please ask a representative for details.

## **PREAUTHORIZED PAYMENTS**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and submit it to us within 14 days after you call. Please refer to the business fee schedule for the amount we will charge you for each stop-payment order you give.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

## **ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a return check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt).

In all cases, these third-party transfers will require you to provide the third party with your account number and credit union information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your Checking or Share Savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your Checking or Share Savings account(s).
- Electronic check or draft conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- Electronic return check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for nonsufficient funds.

## **TELEPHONE BANKING TRANSFERS**

You may access your account(s) by telephone 24 hours a day at 540.982.8809 or 800.666.8809 using your personal identification number, a touch tone phone, and your account numbers.

## **CREDIT UNION OWNED AUTOMATED TELLER MACHINES (ATMS)**

You may use your Visa® Debit Card and PIN to:

1. Withdraw funds from your savings and checking accounts.
2. Make check or cash deposits to your savings and checking accounts.
3. Transfer funds between your savings and checking accounts.

## **NON-CREDIT UNION OWNED/NETWORK ATMS**

Subject to any operator's services offered and dollar limits, you may use your Visa® Debit Card and PIN to:

1. Withdraw funds from your savings and checking accounts.
2. Make check or cash deposits to your savings and checking accounts.
3. Transfer funds between your savings and checking accounts.

## **TYPES OF VISA® DEBIT CARD POINT-OF-SALE TRANSACTIONS**

You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution. POS transactions may be completed with or without your personal identification number (PIN). This does not include ATM transactions. For PIN based POS transactions, you are limited to \$1,000 during a 24-hour period.

## **TRANSACTION LIMITATIONS**

CU24/CULIANCE, Cirrus, The Exchange, AFFN, Visa® /PLUS, and STAR Networks – frequency and dollar limitations – You may access your account(s) by ATM using your Visa® Debit Card and personal identification number.

- You may withdraw up to \$1000 in a 24-hour period with your Visa® debit card
- Some of these services may not be available at all terminals.

## **BUSINESS ONLINE BANKING**

You may access your account(s) by computer through the internet by logging onto our website at [www.memberonefcu.com](http://www.memberonefcu.com) and using your authorized login credentials. Online banking is inclusive of mobile banking applications. For your security, we recommend that you choose a password that is unique and not related to something in your personal life. In most circumstances, using a password that includes multiple symbols, numbers and letters is your safest option. We also recommend that you keep your password in a secure location or simply memorize it. Storing your password beside your computer, on a desk, or in a planner may result in unauthorized access to your account.

Multi Factor Authentication including, but not limited to, soft tokens, text

messaging, emails, and phone calls will be required when logging in for the first time and for certain transactions.

If you believe someone, besides yourself, has accessed your account or you have been contacted by someone requesting your logon information please contact the Credit Union immediately at 800-666-8811.

## **CURRENT CONVERSION AND INTERNATIONAL TRANSACTIONS**

When you use your Visa® Debit Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa® from the range of rates available in wholesale current markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa® USA charges us a 1.0% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the USA.

## **ADVISORY AGAINST ILLEGAL USE**

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

## **CREDIT UNION'S LIABILITY**

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

## **MEMBER'S LIABILITY**

Tell us AT ONCE if you believe your Visa® debit card and/or 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 or draft. Telephoning is the best way of minimizing losses. All the money in your account, plus your overdraft line of credit, could be withdrawn. If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone uses your card and/or code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

**Additional Limit on Liability for Visa® Debit Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa®.

Contact us in event of unauthorized transfer. If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

## **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can; if you think your statement of receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we first sent or made available to you the statement on which the problem or error appeared.

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

If you tell us 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 (5 business days for Visa® Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45

days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time that it takes for us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. 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 by contacting us at:

Member One Federal Credit Union

PO BOX 12288

Roanoke, VA 24024

Business Days: Monday through Friday (excluding Federal Holidays)

Phone: (540) 982-8811

More detailed information is available upon request.

## **ERROR RESOLUTION**

### **CLAIM OF LOSS**

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including, upon request, giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. The credit union suggests that you notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these sources.

### **FAILURE TO NOTIFY US OF UNAUTHORIZED TRANSACTIONS**

If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

## **WHEN IS A TRANSACTION UNAUTHORIZED?**

A transaction is an unauthorized transaction when it is:

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee's name is changed). You can notify us of errors on your account statements by promptly calling our Member Contact Center or visiting a branch.

## **STEPS TAKEN AFTER NOTICE OF UNAUTHORIZED ACTIVITY**

We investigate any reports of unauthorized activity on your account.

- After you submit a claim, we may require you to:
- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized. For specific information on unauthorized electronic fund transfers, see the Electronic Fund Transfers section of this agreement.

## **EFFECTIVE DATE OF NOTICE OF UNAUTHORIZED ACTIVITY**

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

## **ACTIONS TO PROTECT YOUR ACCOUNT**

### **PROTECTION OF CARD AND PIN**

You should securely protect your card and PIN from loss or theft. Each cardholder must have his or her own unique PIN for their card and is responsible for maintaining confidentiality of the PIN. Memorize the PIN, never write the PIN on the card or share it with anyone, including our employees. Never allow anyone else to use the card or PIN. If the card or PIN is given to another person, the account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the card or PIN. Notify us immediately if the card is lost or stolen, or is no longer secure.

You should secure the mobile device the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it.

It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). You agree not to discuss, compare or share information about your account number(s) with anyone unless you are willing to give them full use of your money. If you provide access to your device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, you are liable for the transfers unless we



have been notified that transfers by that person are no longer authorized allowing sufficient time prior to the transfers or transactions.

Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account.

You must also take precaution in safeguarding your blank checks. Notify us immediately if you believe your checks have been lost or stolen.

The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your Visa® Debit card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your Visa® Debit card as if it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Visa® Debit card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your Visa® Debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction

is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.

- At a drive-up facility, make sure all the vehicle doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.





[memberonefcu.com](https://memberonefcu.com) | 800.666.8811

Member One Federal Credit Union is federally insured  
by the National Credit Union Administration.

Effective as of January 2023