# Important Account Information for Our Members

Terms and Conditions

Discretionary Overdraft
Payments

Electronic Transfers Funds Availability Truth in Savings



## **Table of Contents**

ΕK	MIS AND CONDITIONS OF YOUR ACCOUNT	4
	BYLAWS	4
	UNITED STATES BUSINESS	4
	MEMBERSHIP ENTRANCE FEE	4
	LIABILITY	4
	DEPOSITS	5
	WITHDRAWALS	5
	UNDERSTANDING AND AVOIDING OVERDRAFT	
	AND NONSUFFICIENT FUNDS (NSF) FEES	6
	PAYMENT ORDER OF ITEMS	8
	OWNERSHIP OF ACCOUNT AND BENEFICIARY	
	DESIGNATION	9
	STOP PAYMENTS	_
	TELEPHONE TRANSFERS	
	AMENDMENTS AND TERMINATION	. 10
	ARBITRATION AND CLASS ACTION WAIVER	10
	STATEMENTS	. 12
	ACCOUNT TRANSFER	
	DIRECT DEPOSITS	
	TEMPORARY ACCOUNT AGREEMENT	
	RIGHT TO REPAYMENT OF INDEBTEDNESS	
	AUTHORIZED SIGNER (Individual Accounts only) .	
	RESTRICTIVE LEGENDS OR INDORSEMENTS	
	PLEDGES	
	HEALTH SAVINGS ACCOUNTS (HSA)	
	CHECK PROCESSING	
	CHECK CASHING	
	INDORSEMENTS	
	DEATH OR INCOMPETENCE	
	FIDUCIARY ACCOUNTS	
	CREDIT VERIFICATION	
	LEGAL ACTIONS AFFECTING YOUR ACCOUNT	
	ACCOUNT SECURITY	
	TELEPHONIC INSTRUCTIONS	
	MONITORING AND RECORDING TELEPHONE CA	
	AND CONSENT TO RECEIVE COMMUNICATIONS	
	CLAIM OF LOSS	
	EARLY WITHDRAWAL PENALTIES (and involuntar	,
	withdrawals)	
	ADDRESS OR NAME CHANGES	
	RESOLVING ACCOUNT DISPUTES	
	WAIVER OF NOTICES	. 17

ACH AND WIRE TRANSFERS	17
FACSIMILE SIGNATURES	18
DISCRETIONARY OVERDRAFT PAYMENTS	18
<b>ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND</b>	
RESPONSIBILITIES	19
FEES	21
DOCUMENTATION	21
PREAUTHORIZED PAYMENTS	21
FINANCIAL INSTITUTION'S LIABILITY	21
CONFIDENTIALITY	22
UNAUTHORIZED TRANSFERS	22
CONSUMER ERROR RESOLUTION NOTICE	22
YOUR ABILITY TO WITHDRAW FUNDS	23
LONGER DELAYS MAY APPLY	23
SPECIAL RULES FOR NEW ACCOUNTS	24
DEPOSITS AT AUTOMATED TELLER MACHINES	24
TRUTH-IN-SAVINGS DISCLOSURE	24
REGULAR SHARE ACCOUNT	24
CHECKING ACCOUNT (SHARE DRAFT)	25
GET GREEN CHECKING ACCOUNT	25
GET TUNES CHECKING ACCOUNT	25
MVP CHECKING	
STUDENT PRIDE ACCOUNT	26
STUDENT PRIDE CHECKING	
HEALTH SAVINGS ACCOUNT (HSA)	
SECONDARY SHARE ACCOUNT	
HOLIDAY CLUB ACCOUNT	
VACATION CLUB ACCOUNT	
KEMBA CUBS ACCOUNT	
L.I.O.N.S. CLUB ACCOUNT	
MONEY MARKET ACCOUNT	
SHARE CERTIFICATE	
L.I.O.N.S. CERTIFICATE	
COMMON SENSE SHARE CERTIFICATE	
SPECIAL RATE SHARE CERTIFICATE	
FIXED RATE IRA CERTIFICATE	
VARIABLE RATE IRA CERTIFICATE	
LIQUID ASSET IRA SHARE ACCOUNT	
COMMON FEATURES	
YOUR ACCOUNT	37

# TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us

This agreement is subject to applicable federal laws, the laws of the state of Ohio, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- 1) summarize some laws that apply to common transactions;
- 2) establish rules to cover transactions or events which the law does not regulate;
- establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership, or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular; including, but not limited to, all person(s), entity(ies), product(s), service(s), and items(s).

#### **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. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you a copy of the item. Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

#### **UNITED STATES BUSINESS**

As a United States Financial Institution conducting business within the United States, all transactions and written materials will be conducted or produced in English. If you require the services of a Translator to conduct transactions or review written materials, you must provide those services, at your sole expense.

#### MEMBERSHIP ENTRANCE FEE

In addition to other membership criteria set forth in the Credit union's charter and/or bylaws, to be a member of the Credit union you must subscribe to at least one share or pay an entrance fee in an amount prescribed by the Board of Directors. A joint member must also subscribe to at least one share or pay an entrance fee in an amount prescribed by the Board of Directors. Your membership will terminate if you withdraw all of your shares or if the balance in your savings account falls below the prescribed share amount. A membership entrance fee is non-refundable.

#### LIABILITY

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

#### **DEPOSITS**

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

#### WITHDRAWALS

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

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

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account,

your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

You also agree that you waive any requirement for us to inspect any check we process manually for multiple signatures. We do not allow accounts to require multiple signatures for withdrawals. Therefore, you agree that we may process a check or other withdrawal based on one account holder's or authorized signer's authorization.

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

## UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Overdraft Privilege and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available

balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. For additional terms and conditions related to overdrafts and nonsufficient funds, and related fees, see section heading DISCRETIONARY OVERDRAFT PAYMENTS herein.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, we may decide not to pay the item(s) or transaction(s). You understand and agree that a merchant or other entity may make multiple attempts to re-submit a returned item(s) for payment, which is beyond the control of the Credit union. Consequently, because we may charge a service fee for an NSF (Nonsufficient funds) item each time it is presented or represented, you may be charged multiple service fees for the same returned item. Therefore, multiple fees may be charged to you as a result of the same returned item regardless of the number of times the item is presented or represented to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. Be aware, we do not monitor or control the number of times a transaction is presented for payment. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection further in this agreement.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including, but not limited to: reviewing your periodic statement, reviewing your balance online, reviewing your balance through mobile application ("mobile app") via mobile or tablet device, accessing your account information by phone, or by coming into one of our branches.

Funds availability - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold

may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example, the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$19 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 available in your account. You use your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorized you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your actual prior purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction overdraws your account by \$20, your account will be assessed an overdraft fee of \$19 according to our overdraft fee policy. You will be charged this \$19 fee according to our policy even though you would have had money in your account to clear the \$60 transaction if your account had only been debited the amount of your actual purchase rather than the amount of the temporary hold, or if the temporary hold had already been adjusted to the actual amount of your purchase.

#### **PAYMENT ORDER OF ITEMS**

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

#### Our policy is to process:

- ATM transactions first, in real time as they occur on the day they are processed.
- Debit card transactions second, in real time as they occur on the day they are processed.
- ACH transactions third, as files become available and are reviewed for processing and posting, by dollar amount – smallest to largest, throughout the day they are received.
- Bill Pay transactions fourth, as files are received/processed, by dollar amount smallest to largest on the day they are processed.
- Online Banking, Member to Member, or Person to Person transfers fifth, in real time as they occur on the day they are processed.
- · Phone transfers sixth, in real time as they occur on the day they are processed.
- Wire transfers seventh, in real time on the day they are reviewed, approved, and processed.
- Checks and similar items eighth, as files are received/processed, by dollar amount - smallest to largest on the day they are processed.
- On-us items ninth, as they occur, by dollar amount smallest to largest on the day they are processed.
- Money orders, certified, teller's or cashier's checks tenth, as they occur, by dollar amount - smallest to largest on the day they are processed.
- Preauthorized transfers eleventh, in the order in which they are received on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

## OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

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

Individual Account - is an account in the name of one person.

**Single Account -** is an account in the name of one person with a Pay-On-Death designation.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common

Pay-On-Death Account - Is a single or joint account on which you designate a beneficiary. Beneficiaries cannot withdraw unless: (1) all existing account holders die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the existing account holders, beneficiaries will own this account in equal shares, unless designated otherwise, without right of survivorship. The existing account holders may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Minor Account – subject to provisions in State Law, we may contract with a minor for the purpose of opening an Individual Account, Single Account, Joint Account – With Survivorship (And Not As Tenants In Common), or Pay-On-Death Account may establish an account in their name, individually, and/or with another individual(s). Additional provisions will apply based upon the type of account listed above.

Business, Organization And Association Accounts – Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

#### 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. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Stop-payment orders made through online banking are included in the definition of a written request. Your order will lapse after that time if you do not renew the order in writing before the end of the six- month period. If the original stop-payment order was oral, your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop- payment order expires. A release of the stop-payment request may be made by any one of you.

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.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

#### **TELEPHONE TRANSFERS**

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

#### AMENDMENTS AND TERMINATION

We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Only a joint tenant that is a member can close the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. The credit union may close your account, without prior notification, if you breach any terms of this agreement, or the credit union at its sole discretion determines continual maintenance of the account exposes the credit union to risk of financial loss. The credit union at its sole discretion, with notice, may close an account for any reason not prohibited by applicable law. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

#### ARBITRATION AND CLASS ACTION WAIVER

The Arbitration and Class Action Waiver provision below is effective when first delivered or made available to you as part of these Digital Banking Disclosures **OR** as part of your general Account Terms, whichever occurred earlier (the "Effective Date"). If you elect to opt-out, you must do so, or must have done so, within thirty (30) days of the Effective Date. For purposes of clarity, if this Arbitration and Class Action Waiver was already delivered or made available to you as part of your general Account Terms, re-delivery herein does NOT create a new or subsequent right to opt-out. THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE ABOVE, 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 above, this Arbitration, and Class Action Waiver provision will not apply to such claim.

Mediation – Prior to initiating Arbitration proceedings as set forth below, you agree to participate in voluntary mediation and to attempt, in good faith, to resolve your dispute(s) informally with the credit union for a period of not less than thirty (30) days after service of a written Notice to Mediate Dispute upon the credit union. Written Notice to Mediate Dispute upon the credit union at: Kemba Credit Union, Inc., 5600 Chappell Crossing Blvd., West Chester, Ohio 45069, Attn: Compliance/Legal

#### **Arbitration of Claims and Disputes**

PLEASE REVIEW THIS PROVISION CAREFULLY: IT AFFECTS YOUR LEGAL RIGHTS

Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.

#### a. Arbitration Procedures

Electing Arbitration. Except if you opt out as provided below, you or we
may elect to arbitrate any claim or dispute between you and us arising from or
related in any way to this Agreement or to any account, product, or service you

have or have had with us. This arbitration provision applies regardless if the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (and not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to an appearance by the credit union in state or federal court solely in its capacity as a creditor. Any arbitration proceeding will be held in Butler County, Ohio unless otherwise mutually agreed

- 2. Arbitration Costs. Each party will be responsible for its own filing, case management, administration, and arbitrator fees. Each party will be responsible for its own fees, including attorney's fees in any arbitration, except that the arbitrator is permitted to award attorney's fees to the prevailing party under applicable law or agreement.
- 3. Arbitrator and Arbitration Rules. The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a panel of three arbitrators. Each party will select an arbitrator within ten days of the filing of the arbitration, with such selected arbitrators selecting the third arbitrator within twenty days of their appointment who will serve as chair of the panel. The arbitrators are bound by the terms of this Agreement and each will be a retired judge or attorney with the experience in financial institutions.
- 4. Effect of Arbitration Award. The arbitrators' decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.
- b. Federal Arbitration Act. This Agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrators.
- c. CLASS ACTION WAIVER. Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration.

#### d. General.

- Severability; Survival. Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed, and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the Agreement.
- 2. Available Relief. This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.
- 3. **Exclusion.** To remove any doubt, this arbitration provision does not apply to any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling).

RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION AND THE CLASS ACTION WAIVER BY CALLING US TOLL FREE AT 800-825-8622, OR SENDING A WRITTEN REQUEST TO US AT KEMBA CREDIT UNION, INC. C/O MEMBER SERVICES, 5600 CHAPPELL CROSSING BLVD. WEST CHESTER OHIO 45069, (WHICH MUST INCLUDE YOUR NAME, ADDRESS AND ACCOUNT NUMBER]. NOTICE MUST BE RECEIVED WITHIN THIRTY (30) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS THIRTY (30) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.

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

#### **STATEMENTS**

Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first sent or made available to you.

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

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

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

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

#### **ACCOUNT TRANSFER**

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

#### **DIRECT DEPOSITS**

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

#### TEMPORARY ACCOUNT AGREEMENT

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

#### RIGHT TO REPAYMENT OF INDEBTEDNESS

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you

owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. 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.

#### **AUTHORIZED SIGNER (Individual Accounts only)**

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

#### RESTRICTIVE LEGENDS OR INDORSEMENTS

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

#### **PLEDGES**

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

#### **HEALTH SAVINGS ACCOUNTS (HSA)**

For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns - for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. For your convenience, we also allow distributions through ATM cash withdrawals. However, we recommend this as a last option. We recommend use of your debit card or writing a check for qualified purchases so that you have better detail of the payment for your records. To avoid an ATM transaction charge, use an ATM located at a Kemba branch or use a surchargefree ATM within the free-use limits. (See fee schedule.) Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability

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

#### **CHECK PROCESSING**

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

#### **CHECK CASHING**

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

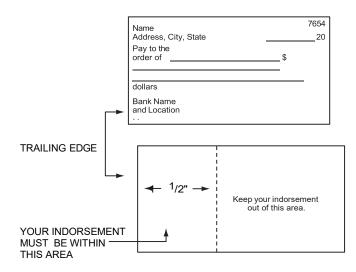
#### INDORSEMENTS

We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 11/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 11/2" of that edge.

#### FRONT OF CHECK



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

#### **DEATH OR INCOMPETENCE**

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

#### FIDUCIARY ACCOUNTS

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

#### CREDIT VERIFICATION

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

#### LEGAL ACTIONS AFFECTING YOUR ACCOUNT

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

#### **ACCOUNT SECURITY**

Duty to protect account information and access. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you

services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

#### **TELEPHONIC INSTRUCTIONS**

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

## MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provision in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- You consent is voluntary and not conditioned on the purchase of any product or service from us.

By signing or otherwise authenticating a Membership Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number, whether by landline, paging service, cellular wireless service, specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, or any email address associated with your account, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. You may withdraw consent to be contacted on your wireless telephone number(s), other phone number(s) as described above, (herein, contact methods), or email addresses at any time by any reasonable means. If you have provided other contact methods, a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the contact method or wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) or other contact method which you have

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, email address or wireless telephone (i.e. cell phone number) provided, which could result in charges to you, to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other important messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, or advertising message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communication at the time of delivery.

RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS CONSENT TO CONTACT PROVISION BY CALLING US TOLL FREE AT 800-825-3622, SENDING A WRITTEN REQUEST TO US AT KEMBA CREDIT UNION, INC. C/O MEMBER SERVICES, 5600 CHAPPELL CROSSING BLVD. WEST CHESTER OHIO 45069, (WHICH MUST INCLUDE YOUR NAME, ADDRESS AND ACCOUNT NUMBER) OR IN ANY OTHER REASONABLE MANNER PERMITTED BY LAW. NOTICE MUST BE RECEIVED WITHIN THIRTY (30) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS THIRTY (30) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO CONTACT AS

#### PROVIDED IN THIS PROVISION.

#### **CLAIM OF LOSS**

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

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

## EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

#### ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

#### RESOLVING ACCOUNT DISPUTES

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

#### WAIVER OF NOTICES

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

Notification of items returned for Non-Sufficient Funds, Overdraft Protection, Overdraft Privilege (Courtesy Pay), Overdraft Transfers, and/or Item Dishonor will not be provided by USPS. Timely transaction information, including items returned, may be reviewed by you via other account access technologies and/or by setting up notification alerts.

#### ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules 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. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

#### **FACSIMILE SIGNATURES**

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

# DISCRETIONARY OVERDRAFT PAYMENTS

Discretionary overdraft payments. We may pay overdrafts on your accounts at our discretion. If you write a share draft or initiate another form of payment (other than an ATM or everyday debit card transaction) that will overdraw the available balance in your account if paid, we will either (a) pay the overdraft, or (b) return the item or debit unpaid for nonsufficient funds (NSF). If we pay the overdraft we will charge you a fee, typically called an overdraft fee. If we return the item NSF we will charge you a fee, typically called an NSF fee. We will pay overdrafts (or charge an overdraft fee) on ATM and everyday debit card transactions only if you opt-in to that overdraft service. We pay overdrafts at our discretion, which means we do not guarantee that we will always pay or authorize any type of transaction. The fact that we may pay one or more items creating overdrafts does not obligate us to do so in the future. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts

The benefit to you of discretionary overdraft payments. Discretionary overdraft payments may benefit you because it can protect your reputation, avoid default, and avoid the additional fee that often is charged by the payee when an item is returned NSF. Your reputation can be protected because, for example, the payee will not know that there were insufficient funds to cover the item, and there won't be a return NSF to report to a consumer reporting agency.

Responsible use of discretionary overdraft payments. We promote responsible use of discretionary overdraft payments. Overdraft fees can add up quickly, especially if multiple overdraft items clear the same day. Similarly, NSF fees can also add up quickly. Thus, we discourage the intentional and routine writing of share drafts or initiating of electronic funds transfers or other transactions that will overdraw your account if paid. Discretionary overdraft payments should be used only for occasional and inadvertent overdrafts and should not be relied on in the same manner as, for example, a line of credit.

Less costly alternatives. If more than occasional and inadvertent use of discretionary overdraft payments is anticipated, we believe you should consider less costly alternatives such as linked accounts or obtaining a line of credit to avoid overdrawing your account. Under a linked account, your share draft account would be connected to another account, such as a savings account, so as to automatically transfer funds from the other account to the share draft account as needed to avoid overdrafts. Under an overdraft line of credit, you would automatically borrow funds on the line of credit and have them transferred to your share draft account as needed to avoid overdrafts. We encourage you to inquire about the alternatives we offer. A line of credit or a linked account can often be cheaper than overdraft fees.

Fees. Please see fee schedule for information on overdraft charges. We do not have a limit on the number or amount of fees that can be assessed.

Categories of Transactions. The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share drafts, in-person withdrawal, or other electronic means. We will not pay ATM and everyday debit card transactions at our discretion unless you opt-in.

Time for Repayment. Payment of an overdraft is due immediately.

Circumstances Under Which We Wouldn't Pay. The circumstances under which we wouldn't pay an item or debit that would overdraw your account are entirely within our discretion, and we reserve the right not to pay. However, we are less likely to pay if the member's account is not in good standing, or the member is not depositing regularly, or the member has too many overdrafts or the transaction will overdraw the account by more than the total amount covered by the discretionary overdraft payments service of \$700. The fact that we may pay one or more items creating overdrafts does not obligate us to do so in the future.

**Processing of Transactions.** The order in which we process payments may not be the order in which the transaction occurred. The order in which items are received and processed by us can affect the total amount of the overdraft fees that you are charged.

**Dollar Limit.** If we set a dollar limit for the total amount that your account can be overdrawn at one time, overdraft fees (as well as the amounts of the overdraft items) will apply toward that limit, reducing the amount available under that limit. Even if we set a dollar limit, we are not required to pay overdrafts up to the limit. The payment of ANY overdraft is completely at our discretion.

NCUA Insurance. This credit union is federally insured by the National Credit union Administration.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

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

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or 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 returned check or draft charge. You may authorize a merchant or
  other payee to initiate an electronic funds transfer to collect a charge in the
  event a check or draft is returned for insufficient funds.

Touch-Tone-Teller Telephone, Mobile Banking and Online Banking Transfers -types of transfers, frequency limitations, and charges - You may access your account by telephone 24 hours a day at (513) 762-5070 or 1-800-825-3622 using your personal identification number, a touch tone phone, and your account numbers or through Internet access by using Online Banking at www.kemba.com and enter your user name and password, to:

- · transfer funds from checking to checking
- transfer funds from checking to share savings
- transfer funds from checking to Secondary Share, Holiday Club, Vacation Club, Money Market, and Escrow accounts
- transfer funds from share savings to checking
- transfer funds from share savings to share savings
- transfer funds from share savings to Secondary Share, Holiday Club, Vacation Club, Money Market, and Escrow accounts
- transfer funds from line of credit to checking
- · transfer funds from line of credit to share savings
- transfer funds from Money Market Account to Checking or Savings accounts you may make no more than six transfers per month
- make payments from checking to loan accounts with us, including credit cards
- make payments from share savings to loan accounts with us, including credit cards
- get information about:
  - the account balance of checking accounts
  - the last 15 transactions (within a time limit) to checking accounts
  - the account balance of share savings accounts
  - the last 15 transactions (within a time limit) to share savings accounts

· other services may be available

#### Online Banking

Through online banking, you may also:

- make payments from share savings to credit card bills with other institutions using Bill Payment
- make payments from checking to credit card bills with other institutions using Bill Payment

Refer to Touch-Tone-Teller or Online Banking and Mobile Banking disclosures and separate fee schedule for additional information.

ATM Transfers - types of transfers and dollar limitations - Depending on your account setup, you may access your account(s) by ATM using your ATM card or check card and personal identification number, to:

- make deposits to checking account(s)
- make deposits to share savings account(s)
- get cash withdrawals from checking account(s)
  - you may withdraw no more than \$400.00 per business day in combination with share savings
- get cash withdrawals from share savings account(s)
- you may withdraw no more than \$400.00 per business day in combination with checking
- transfer funds from share savings to checking account(s)
- transfer funds from checking to share savings account(s)
- get information about:
  - the account balance of your checking accounts
  - the account balance of your share savings accounts

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

Types of Check Card Transactions - You may access your checking account 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, and do anything that a participating merchant will accept.

For normal consumer checking accounts: The maximum aggregate amount for purchase transactions which route through the VISA network may be no more than \$1,800.00 per day for signature transactions and \$1,800.00 per day for point-of-sale transactions.

For Health Savings Account (HSA) checking accounts: The maximum aggregate amount for purchase transactions which route through the VISA network may be no more than \$3,000.00 per day for signature transactions and \$3,000.00 per day for point-of-sale transactions.

Currency Conversion and International Transactions.

a. For point-of-sale (merchant) transactions using Visa network and ATM transactions using BC Card network. When you use your Check Card for this type of transaction and it settles in a currency other than US Dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US Dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. 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% International Service Assessment on all international transactions regardless of whether there is a currency conversion. As a result, we will charge you a 1% international transaction fee on all international transactions. An international transaction is a transaction where the country of the merchant is outside the USA.

b. For ATM transactions using Cirrus network. When you use your Check Card for this type of transaction and it settles in a currency other than US Dollars, Mastercard®/Cirrus will convert the charge into a US Dollar amount. The Mastercard/Cirrus currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard/Cirrus. The exchange rate Mastercard/Cirrus uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard/Cirrus charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard/Cirrus charges us an Issuer Cross-Border Assessment of ninety (90) basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency

conversion. As a result, we will charge you a currency conversion fee of .2% of the transaction if there is a currency conversion and a cross-border transaction fee of .9% of the transaction. The cross-border transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### **FEES**

- · We do not charge for direct deposits to any type of account.
- · We do not charge for preauthorized payments from any type of account.
- Please refer to our separate fee schedule for additional information about charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

#### DOCUMENTATION

**Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$25 or less.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (513) 762-5070 or 1-800-825- 3622 to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your share savings accounts, unless there are no transfers or other ACH/EFT transactions in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

 Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay may tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

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

#### FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or

from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money available in your account to make the transfer.
- If you have an overdraft line 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.
- 6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

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

#### **UNAUTHORIZED TRANSFERS**

#### (a) Consumer liability.

Generally. Tell us AT ONCE if you believe your 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 keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used 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 code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limit on Liability for Check Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Check Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

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

#### CONSUMER ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Consumer Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (5 business days for Check Card point-of-sale transactions processed by Visa

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 forty-five (45) days (ninety (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 Check Card point-of-sale transactions processed by Visa 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 it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first thirty (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.

KEMBA CREDIT UNION ACCOUNTING DEPARTMENT 5600 Chappell Crossing Blvd. West Chester, OH 45069

Business Days: Monday through Friday Excluding Federal Holidays Phone: (513) 762-5070 or 1-800-825-3622 MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

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

If you make a deposit at an ATM before 12:00 midnight on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 12:00 midnight or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account.

Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

#### **LONGER DELAYS MAY APPLY**

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the next business day we receive your deposit.

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

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

funds will be available.

**Safeguard exceptions.** 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 \$6,725 on any one day.
- · You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

#### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

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

#### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will not be available until the fifth business day after the day of your deposit. However, the first \$275 of your deposit will be available immediately.

#### TRUTH-IN-SAVINGS DISCLOSURE

#### REGULAR SHARE ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

The maximum withdrawal limit at an automated teller machine with your ATM card or check card is \$400.00 per business day.

The above withdrawal limitation applies to this account in combination with Checking account(s).

#### Par value of a share:

The par value of a share in this account is \$5.00.

#### **CHECKING ACCOUNT (SHARE DRAFT)**

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

#### Transaction limitations:

The maximum withdrawal limit at an automated teller machine with your ATM card or check card is \$400.00 per business day.

The above withdrawal limitation applies to this account in combination with Savings account(s).

#### **GET GREEN CHECKING ACCOUNT**

#### Account qualifications:

- Must be signed up and enrolled in e-statements.
- Must use your debit card at least 12 times for purchases during the qualifying cycle. These transactions must post and settle to your account during the qualifying cycle.
- Must sign on to Online Banking at least once during the qualifying cycle.

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

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

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

#### Transaction limitations:

The maximum withdrawal limit at an automated teller machine with your ATM card or check card is \$400.00 per business day.

The above withdrawal limitation applies to this account in combination with Savings account(s).

#### **GET TUNES CHECKING ACCOUNT**

As a bonus for signing up for a Get Tunes Checking account, you will receive up to a \$25.00 refund for iTunes or Amazon.com purchases made online with your Kemba Check Card during the 60-day period following account sign up. Your Get Tunes Checking account does not earn dividends.

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

#### Account qualifications:

- Must be signed up and enrolled in e-statements.
- Must use your debit card at least 12 times for purchases during the qualifying cycle. These transactions must post and settle to your account during the qualifying cycle.
- Must sign on to Online Banking at least once during the qualifying cycle.

If you meet all the above during the qualifying cycle, you will earn up to a \$5.00 refund for the following cycle on iTunes or Amazon.com purchases made online with your Kemba Check Card. The qualifying cycle begins on the last day of the month.

#### **MVP CHECKING**

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** – Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period – 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, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

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

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

#### **Transaction limitations:**

The maximum withdrawal limit at an automated teller machine with your ATM card or check card is \$400.00 per business day.

The above withdrawal limitation applies to this account in combination with Savings account(s).

#### Fees:

A monthly service fee applies. Please see our fee schedule for charges.

#### STUDENT PRIDE ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period – 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, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features Section for additional information.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features Section.

Account Limitation:

This account is limited to Students and will automatically be transferred to an MVP Checking at age 23.

#### Par value of a share:

The par value of a share in this account is \$5.00.

#### STUDENT PRIDE CHECKING

#### Rate Information:

If offered, the dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors. See rate and fee schedule for dividend rate, if offered

**Compounding and crediting** – If offered, dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** – If offered, 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, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

**Daily balance computation method** – If offered, dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

#### Transaction limitations:

The maximum withdrawal limit at an automated teller machine with your ATM card or check card is \$250.00 per business day.

The above withdrawal limitation applies to this account in combination with Savings account(s).

#### Fees:

There is no monthly service fee on this account.

#### **HEALTH SAVINGS ACCOUNT (HSA)**

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

The maximum withdrawal limit at an automated teller machine with your Check Card is \$400.00 per business day.

#### SECONDARY SHARE ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

The maximum withdrawal limit at an automated teller machine with your ATM card or check card is \$400.00 per business day.

The above withdrawal limitation applies to this account in combination with Checking account(s).

#### HOLIDAY CLUB ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

You may not make any withdrawals or transfers to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

#### **VACATION CLUB ACCOUNT**

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - 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, and for the example above is January 31.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

You may not make any withdrawals or transfers to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

#### **KEMBA CUBS ACCOUNT**

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

#### Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

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

#### Par value of a share:

The par value of a share in this account is \$5.00.

#### L.I.O.N.S. CLUB ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the

accrued dividends.

#### Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield. Minimum savings rate of .066% required to earn dividends on the minimum daily balance of \$100.00.

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

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

#### Transaction limitations:

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

#### Par value of a share:

The par value of a share in this account is \$5.00.

#### MONEY MARKET ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

#### Transaction limitations:

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, computer transfer, or by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

#### SHARE CERTIFICATE

#### Rate Information:

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

Compounding frequency - Unless otherwise paid, dividends will be compounded every day.

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

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

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

#### Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. 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. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity)

- If your account has an original maturity of less than one year:
  - The penalty we may impose will equal three months dividends on the amount withdrawn subject to penalty.
- · If your account has an original maturity of one year or more:
  - The penalty we may impose will equal six months dividends on the amount withdrawn subject to penalty.

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

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

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any), you notify us by phone, or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we 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. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

#### L.I.O.N.S. CERTIFICATE

#### Rate Information

The dividend rate on your term share account is \_\_\_\_\_\_%. The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

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

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

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

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

#### Minimum balance requirements:

The minimum balance required to open this account is \$25.00.

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

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

#### Transaction limitations:

You may make unlimited additions into your account.

You may make withdrawals of principal from your account before maturity. 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. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

The penalty we may impose will equal six months dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this

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

For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the time of the withdrawal.

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

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we 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. Dividends will be calculated on the same basis as during the original term.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Non-automatically renewable account - This account will not automatically renew at maturity. If you do not renew the account, your funds will be placed in a dividend-bearing account.

This account is renewable until you reach the age of 18.

#### **COMMON SENSE SHARE CERTIFICATE**

Compounding frequency - Unless otherwise paid, dividends will be compounded every day.

#### Minimum balance requirements:

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

#### **Transaction limitations:**

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. 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. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

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

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

The penalty we may impose will equal six months dividends on the amount withdrawn subject to penalty.

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

For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the time of the withdrawal.

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

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any), you notify us by phone, or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we 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. Dividends will be calculated on the same basis as during the original term.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

%. You will

\_\_\_\_ in your account

#### SPECIAL RATE SHARE CERTIFICATE

You must maintain a minimum daily balance of \$

be paid this rate until first maturity.

Rate Information - The dividend rate on your term share account is
% with an annual percentage yield of

Compounding frequency - Unless otherwise paid, dividends will be compounded every day.
<b>Crediting frequency</b> - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another Kemba account every month rather than credited to this account.
Dividend period - For this account type, the dividend period is monthly.
Minimum balance requirements:
The minimum balance required to open this account is \$

each day to obtain the disclosed annual percentage yield.

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

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

#### Transaction limitations:

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. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

If this account is a Special Rate Share Certificate, you can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

If this account is a Special Rate IRA Certificate and you are under age 59 1/2, you can withdraw dividends from your account before maturity, subject to penalty. If you are age 59 1/2 or over, you can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:
  - The penalty we may impose will equal three months dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of one year or more:
  - The penalty we may impose will equal six months dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early

withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

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

Automatically Renewable Account - This account will automatically renew at maturity. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any), you notify us by phone, or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account

If, at maturity, the same Special Rate Share Certificate term is no longer available, the Special Rate Share Certificate will be transferred to a Regular Share Certificate with the closest term available to the maturing Special Rate Share Certificate. In the event there are two choices for Regular Share Certificate with the closest term, the lower term Regular Share Certificate option will be used.

**Example 1:** If you have a Special Rate Share Certificate with an 18-month term and at maturity, the Special Rate Share Certificate is no longer offered, but we have an 18-month Regular Share Certificate, then we will transfer the 18-month Special Rate Share Certificate to an 18-month Regular Share Certificate. Subsequent to the transfer, the terms and conditions of the Regular Share Certificate will prevail.

Example 2: If you have a Special Rate Share Certificate with an 18-month term and at maturity, the Special Rate Share Certificated is no longer offered, and we do not offer a Regular Share Certificate with an 18-month term, we will transfer the Special Rate Share Certificate to a Regular Share Certificate with the closest term to 18-months. If a Regular 12-month Share certificate option and a Regular 24-month Share Certificate option are both available, the Credit union will transfer the Special Rate Share Certificate to the Regular 12-month Share Certificate. Subsequent to the transfer, the terms and conditions of the Regular Share Certificate will prevail.

#### **FIXED RATE IRA CERTIFICATE**

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

Compounding frequency - Unless otherwise paid, dividends will be compounded every day.

Crediting frequency - Dividends will be credited to your account every month.

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

#### Minimum balance requirements:

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

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

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

#### Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

If you are under age 59 1/2, you can withdraw dividends from your account before maturity, subject to penalty. If you are age 59 1/2 or over, you can only withdraw dividends credited in the term before maturity of that term. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

• Time requirements - Your account will mature \_\_\_\_\_.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:
  - The penalty we may impose will equal three months dividends on the amount withdrawn subject to penalty.

- If your account has an original maturity of one year or more:
  - The penalty we may impose will equal six months dividends on the amount withdrawn subject to penalty.

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

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

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew, you withdraw the funds in the account at maturity (or within the grace period mentioned below), you notify us by phone, or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we 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. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

#### VARIABLE RATE IRA CERTIFICATE

Rate Information - The dividend rate on your term share account is		
	_%.	The
dividend rate and annual percentage yield may change every quarter.	We	may
change the dividend rate for your account as determined by the credit un	ion b	oard

or directors.

Compounding frequency - Dividends will be compounded every day.

Crediting frequency - Dividends will be credited to your account every month.

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

#### Minimum balance requirements:

\$1.00 minimum balance requirements apply to this account.

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

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

#### Transaction limitations:

You may make unlimited additions into your account, as applicable with all IRA rules and regulations.

There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

If you are under age 59 1/2, you can withdraw dividends from your account before maturity, subject to penalty. If you are age 59 1/2 or over, you can only withdraw dividends credited in the term before maturity of that term. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature \_\_\_\_\_

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:
  - The penalty we may impose will equal three months dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of one year or more:
  - The penalty we may impose will equal six months dividends on the amount withdrawn subject to penalty.

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

an IRA or other tax-deferred savings plan.

For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the time of the withdrawal.

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

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew, you withdraw the funds in the account at maturity (or within the grace period mentioned below), you notify us by phone, or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we 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. Dividends will be calculated on the same basis as during the original term.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

#### LIQUID ASSET IRA SHARE ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting -** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - 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, and for the example above is January 31.

#### Minimum balance requirements:

\$1.00 minimum balance requirements apply to this account.

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

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

#### Transaction limitations:

You may make unlimited additions into your account, as applicable with all IRA rules and regulations.

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

#### COMMON FEATURES

#### Bylaw requirements:

You must complete payment of one share in your Regular Share account as a condition of admission to membership.

**Transaction limitation** - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest- bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

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

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, or other electronic means.

Please refer to our separate fee schedule for additional information about charges.

#### YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement. REGULAR SHARE ACCOUNT Last declared dividend rate: As of the last dividend declaration date, the dividend rate was % with an annual percentage yield of \_\_\_\_\_ on your account. □ CHECKING ACCOUNT □ GET GREEN CHECKING ACCOUNT Last declared dividend rate: Tier 1 (Applies if account requirements are met) - As of the last dividend declaration date, if your daily balance was \$15,000.00 or less, the dividend rate paid on the entire balance in your account was \_\_\_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_\_\_%. Tier 2 (Applies if account requirements are met) - As of the last dividend declaration date, if your daily balance was over \$15,000.00, the dividend rate paid on the portion of your daily balance that was greater than \$15,000.00 was \_\_\_\_\_ %, with an annual percentage yield \_\_\_\_\_% on the entire balance in your account. Tier 3 (Applies if account requirements are not met) - If you do not ☐ GET TUNES CHECKING ACCOUNT ☐ HEALTH SAVINGS ACCOUNT Last declared dividend rate: Tier 1 - As of the last dividend declaration date, if your daily balance was \$2,500.00 or more, the dividend rate paid on the entire balance in your \_\_\_\_\_%, with an annual percentage yield of %. Tier 2 - As of the last dividend declaration date, if your daily balance was more than \$99.99, but less than \$2,500.00, the dividend rate paid on the entire balance in your account was \_ %, with an annual %. percentage yield of SECONDARY SHARE ACCOUNT Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_% with an annual percentage yield of \_\_\_\_ on your account. ☐ HOLIDAY CLUB ACCOUNT Last declared dividend rate: As of the last dividend declaration date, the dividend rate was % with an annual percentage yield of \_\_\_\_\_ on your account. □ VACATION CLUB ACCOUNT Last declared dividend rate: As of the last dividend declaration date, the dividend rate was % with an annual percentage yield of \_\_\_\_\_ on your account. □ KEMBA CUBS ACCOUNT Last declared dividend rate: As of the last dividend declaration date, the dividend rate was % with an annual percentage yield of \_\_\_\_\_\_% on your account. □ L.I.O.N.S. CLUB ACCOUNT

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

Last declared dividend rate:

on your account.
☐ MONEY MARKET ACCOUNT  Last declared dividend rate:
Tier 1 - As of the last dividend declaration date, if your daily balance was \$25,000.00 or more, the dividend rate paid on the entire balance in your account was
<b>Tier 2 -</b> As of the last dividend declaration date, if your daily balance was more than \$2,499.99, but less than \$25,000.00, the dividend rate paid on the entire balance in your account was
Tier 3 - As of the last dividend declaration date, if your daily balance was \$2,499.99 or less, the dividend rate paid on the entire balance was%, with an annual percentage yield of%.
☐ SHARE CERTIFICATE
☐ L.I.O.N.S. CERTIFICATE
☐ COMMON SENSE SHARE CERTIFICATE
☐ SPECIAL RATE SHARE CERTIFICATE
☐ FIXED RATE IRA CERTIFICATE
□ VARIABLE RATE IRA CERTIFICATE
☐ LIQUID ASSET IRA SHARE ACCOUNT
Last declared dividend rate:
As of the last dividend declaration date, the dividend rate was% with an annual percentage yield of%
on your account.
Maturity notice_,Your account will mature on, and it will automatically renew unless you prevent it.
The new maturity date will be The dividend rate and annual percentage yield that will apply to your account if it is renewed have not yet been determined. That information will be available on After that date, you may call the credit union during regular business hours at 1-800-825-3622 to find out the dividend rate and annual percentage yield that will apply to your account if it is renewed.

For a complete list of our branches, ATMs, and hours of operation, visit kemba.com
Kemba Credit Union, Inc.

### Your Trusted Next-Door Financial Partner

513.762.5070

Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government



National Credit Union Administration, a U.S. Government Agency

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