

Membership Booklet

Membership and Account
Agreement

Overdraft Protection and No
Bounce Coverage Policy

Funds Availability Policy

Electronic Funds
Transfer Agreement and
Disclosure

Truth in Savings

Substitute Check Policy

UNIVERSITY
& Community

FEDERAL CREDIT UNION

Check Cashing Guidelines:

The payee line, legal line and signature line must be completed for a check to be cashed.

Checks must be properly endorsed. Insurance and government checks, where there are multiple payees joined by the word "and", must be endorsed by ALL payees listed whether or not they are owners of the account.

If a check is over \$100 and the member does not have funds in his/her account equal to the amount of the check, he/she must deposit the check. A maximum of \$100 can be withdrawn the same day as the deposit is made. The remaining funds from the deposit cannot be withdrawn until the next business day.

Third-party checks will be accepted if the member's signature is the last endorsement on the check. Third-party checks must be deposited into savings. The funds will be placed on hold for five (5) business days.

Members with a savings account only may incur a check cashing fee. Please refer to the current rate and fee schedule.

The first \$200.00 of any deposit hold will be made available the next business day.

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I. MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning accounts University & Community Federal Credit Union (UCFCU or the Credit Union) offers. In this Agreement, the words “you” and “yours” mean anyone who signs an Account Card or Account Change Card (Account Card). The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more shares or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedule), the Credit Union’s Bylaws and policies, and any amendments to these documents which may occur from time to time which collectively govern your Membership and Accounts.

1. **Membership Eligibility.** To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share (“membership share”) as set forth in the Credit Union’s Bylaws. UCFCU membership is open to anyone who lives, works, worships, volunteers or attends school in Payne County, Oklahoma. Any relative of a member is also eligible for membership. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including consumer reporting agencies, to verify your eligibility for the accounts and services you request.

2. **Single Party Accounts.** A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death.

3. **Multiple Party Accounts.** An account owned by two or more persons is a multiple party account.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Multiple Party Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding

transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, place stop payments on items, and transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. **Multiple Party Account Owner Liability.** If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them.

4. **POD/Trust Account Designations.** A POD account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/ payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

5. **Accounts for Minors.** We may require any account established by or for a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. **Uniform Transfers/Gifts to Minors Account.** A Uniform Transfers/ Gifts to Minors Account is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend

the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

7. **Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or UCFCU voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. **Deposit of Funds Requirements.** Funds may be deposited to any account, in any manner approved by the UCFCU in accordance with the requirements set forth on the Rate and Fee Schedule.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. We may choose to have you authorize us to supply missing endorsements of any owners. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1.5 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at un-staffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

c. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

d. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each

direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

9. Account Access.

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. When you give your account number and/or authorization in writing to a third person, you authorize us to honor transactions initiated by that third person even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

c. Examination of Items. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. Under this Agreement, you agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. Disclosures Pursuant to Funds Transfers Governed by Regulation J and the Uniform Commercial Code Article 4A.

We may accept on your behalf, payments to your account or transfers from your account which will be or have been transmitted by Fedwire. Your rights and obligations with respect to such transfers shall be construed in accordance with and governed by Regulation J, Subpart B – Funds Transfers Through Fedwire, which is applicable to funds transfers involving your account.

If you give us a payment order which identifies a beneficiary, the person to whom you are wiring the funds, by name and account or some other identification

number, such as taxpayer I.D. or driver's license, we may pay the beneficiary on the basis of the number provided to us by you, as the proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary.

If you give us a payment order which identifies the beneficiary's financial institution in the funds transfer by name and routing and transit number or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you, as the proper identification. This will be true even if the number you provided identifies a financial institution that is different from the named financial institution.

We will provide you with notification of an incoming wire transfer as part of your periodic statement. Therefore, we will not provide a special notice every time we receive a wire transfer into your account. You may, however, contact us at 405.743.3328 if you are expecting a wire transfer into your account.

International wire transfer requests received after 1:00 p.m. or domestic wire transfer requests received after 2:30 p.m., will be sent the following business day. Wire transfers received for credit to your account after 4:00 p.m. will be considered received the following business day. If we are obligated to pay interest to you on the amount of the transfer, you shall be paid interest on a daily basis equal to the dividend rate otherwise applicable to your account.

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

Notice of Receipt of Entry. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Oklahoma, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

11. **Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

12. **Transaction Limitations.**

a. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered UCFCU to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures an obligation to us; (4) required documentation has not been presented; (5) you fail to repay a UCFCU loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

b. Transfer Limitations. For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through ACH. You may make unlimited transfers to any of your accounts or to any UCFCU loan account and may make withdrawals in person, by mail, or at an Automated Teller Machine (ATM). However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

13. **Certificate Accounts.** Any time deposit, term share, share certificate, or certificate account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Rate and Fee Schedule and Account Receipt and Disclosures (Account Receipt) for each account, the terms of which are incorporated herein by reference.

14. **Overdrafts.**

a. Payment Order of Items and Overdraft Items. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that post to your account. When processing items drawn on your account, our policy is to pay cash items (cash withdrawals, ATM withdrawals, etc.) first, then according to the dollar amount, paying the largest items first.

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. Our payment procedures will cause your largest, and perhaps more important, items to be paid first (such as your rent or mortgage payment), but may increase the overdraft or non-sufficient funds (NSF) fees you have to pay if funds are not available to pay all of the items.

b. If any item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item. While we reserve the right to pay or not pay any item presented against an account without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds. If you wish to exercise this option or prefer that we not pay such items, you must contact us by calling 405.743.3328 or by writing to University & Community

Federal Credit Union, 311 E. McElroy Rd., Stillwater, OK 74075 and informing us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, at our discretion, to pay or not pay any item presented without sufficient funds. The amounts of the overdraft and NSF fees are disclosed in the Rate and Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

c. Overdraft Protection Policy. Overdraft Protection (ODP) is the member's first line of defense for ensuring a check, electronic transaction, or other withdrawal request doesn't create a negative balance in their account. When an item tries to post to the checking account and there are not sufficient funds to pay the item, UCFCU's core processing system checks the savings account for available funds. If there are enough funds in the savings account, a transfer from savings to checking is made in an amount necessary to pay the item. Once this transfer is made, the item will post to the checking account.

For every ODP transfer from savings to checking throughout the month, the member's account will be charged a fee as outlined in the Rate and Fee Schedule.

Important: There is a limit of 6 electronic transfers each month.

Overdraft protection cannot be turned off.

d. No Bounce Coverage Policy (NBC). In order to qualify for No Bounce Coverage, a member must have a credit score of 600 or above. If this qualifying factor is met and NBC is elected, NBC will allow a member's account to be overdrawn up to \$500, including any fees charged. Overdrafts above and beyond the \$500 limit may result in checks or other items being returned to the payee. The standard NSF fee as found in the Rate and Fee Schedule will be charged per item and assessed to the account. The NSF fees will be included as part of the \$500 NBC limit.

NBC is offered to a member at the time an account is opened. The UCFCU representative opening the account is responsible for explaining the service to the member. Should a qualifying member elect not to have NBC service placed on their account when they open the account, they may elect to have it added at a later time.

If a member chooses not to elect NBC, an Opt Out Form will be provided to them by the UCFCU representative assisting them with opening the account. If a member elects the service at the time they open the account but at a later date decides they want to opt out, they may do so by signing the Opt Out Form at that time.

If at the time the account is opened a member did not qualify for NBC, the member may request a review of their account and credit score again after 90 days have passed. If the member is in good standing with UCFCU and their

credit score meets the qualifying threshold, they may be granted NBC service at that time. A member of the Collections Staff will make the determination if the member will be granted the service based on all aspects of the members' account history.

NBC will never be added to an account for the purpose of covering an existing negative balance, even if the credit score is at the qualifying level.

Any account being opened for a member who has had a past charge-off with UCFCU WILL NOT be eligible for NBC regardless of credit score.

Penalties

Once an account balance becomes negative due to NBC, the member has fifteen (15) days to bring the account back to a positive balance. If on the sixteenth (16th) day the account has not been made positive, NBC will be removed from the account.

Accounts that continue to have negative balances for thirty (30) consecutive days will not be eligible for NBC at any time in the future.

For any account that continues to have a negative balance for forty-five (45) consecutive days, UCFCU reserves the right to transfer funds from any other UCFCU account on which the member may be shown as owner to reduce the negative balance. If there are no funds available, or if the account balance continues to remain negative, UCFCU may add the negative balance to an existing open-end loan.

If the account continues to remain negative, the account will be closed, sent to an outside agency for collection and legal action may be taken.

Limitations

No Bounce Coverage is a non-contractual courtesy that is available to individually and jointly-owned accounts in good standing for personal or household use. UCFCU reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.

15. **Post-dated and Stale-dated Items.** We may pay any item without regard to its date unless you notify us of a post-dating. The notice must be given to us in time to notify our employees and take appropriate action. The notice must accurately describe the item, including the exact item number, the date written on the item, and the amount. Accurate information is necessary to be able to identify the item when it tries to pay against the account. UCFCU is not responsible if you give us an incorrect or incomplete description, or untimely notice. UCFCU will make every effort to locate the item and assure it is not paid prematurely. You may make an oral notice which lapses in fourteen (14) calendar days. A written notice is effective for six (6) months and may be renewed in writing from time to time. Under this Agreement, you agree not to deposit checks, drafts, or other items before they are properly payable.

UCFCU is not obligated to pay any item drawn on your account which is presented more than six (6) months past its date.

16. Stop Payment Orders

a. Stop Payment Order Request. You may request a stop payment to be placed on an item pending withdrawal from your account. The stop payment must be given to us in time to act upon the order. The order must accurately describe the item, including the exact item number, the date written on the item, and the amount. Accurate information is necessary to be able to identify the item when it tries to pay against the account. UCFCU is not responsible if you give us an incorrect or incomplete description, or untimely notice. If we refund your account after paying a check with a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the item and to assist us in any legal action.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. Credit Union Liability. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

18. Credit Union Lien and Security Interest. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the

account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

19. **Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

20. **Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

21. **Notices.**

a. **Name or Address Changes.** You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. Changes in address requests must be in writing and we may require any other notice to be provided in writing as well. If we attempt to locate you, we may impose a service fee as set forth on the Rate and Fee Schedule.

b. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. **Effect of Notice.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. Notice to any account owner is considered notice to all account owners.

22. **Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail

to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

23. Statements.

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original items (debits and credits, checks and deposits, etc.), when processed, become property of the Credit Union and may not be returned to you, but copies may be retained by us or the financial institutions that processed them and will be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that statement items or copies thereof are made available to you on the date the statement is mailed to you, even if the items do not accompany the statement.

b. Examination. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of statement items does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

24. Inactive/Dormant Accounts. If you have not made any transactions over a period as specified in the Rate and Fee Schedule, during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth in the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. Under this Agreement, you authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to close the account and transfer the account balance to an inactive account fund. If the account is closed, no additional statements will be prepared. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period

specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

25. **Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change Card and accepted by us.

26. **Termination of Account.** We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any negotiable items (checks or deposit tickets) are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any check, draft, or other item after your account is terminated; however, if we pay an item after termination you agree to reimburse us.

27. **Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

28. **Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

29. **Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or

unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

30. **Enforcement.** You are liable to the Credit Union for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

31. **Governing Law.** This Agreement is governed UCFCU's Bylaws, federal laws and regulations, the law (including applicable principles of contract law),, and regulations of the State of Oklahoma, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Payne County.

32. **Financial Data Verification.** You agree that we are authorized to verify financial information, data, and employment history by any necessary means, including obtaining a consumer report by any consumer reporting agency.

33. **Business Days.** Our business days are Monday through Friday, excluding holidays.

II. FUNDS AVAILABILITY POLICY DISCLOSURE

Policy Statement

This policy describes your ability to withdraw funds at University & Community Federal Credit Union. It only applies to the availability of funds in transaction accounts. Generally, transaction accounts are accounts which permit an unlimited number of payments by check to third persons and also an unlimited number of telephone and preauthorized transfers to third persons or to other accounts of yours with us. UCFCU reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

Your Ability to Withdraw Funds

1. **Determining the Availability of a Deposit.** When we delay the availability of a deposit, the length of the delay is determined by counting the business days from the date of deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. Members must deposit funds during business hours before the cutoff time for receiving deposits. The cutoff time is currently 3:00 p.m. at a live teller and 12:00 p.m. (noon) at an ATM. If you make a deposit at a live teller after 3:00 p.m. or at an ATM (that UCFCU owns or operates) after 12:00 p.m. or at either location on a day we are not open, we will consider the day of deposit to be the next business day. The length of the delay may vary depending on the type of the deposit and is explained below.

Please keep in mind, 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.

2. **Same-Day Availability.** Our policy is to make funds from your cash and electronic direct deposits available to you the same day we receive the deposit. Once they are available, a member can withdraw the funds in cash and we will use the funds to pay checks that the member has written.

3. **Next-Day Availability for Certain Deposits Made in Person.** UCFCU affords next business day availability for the following items deposited in person with a live teller or through Remote Deposit Capture (RDC):

a. Government Checks: U.S. Treasury checks, U.S. Postal Service money orders, or checks drawn on a State, State agency, or a branch of a local government.

b. Depository Checks: Travelers cheques, cashier's checks, certified checks or money orders.

c. UCFCU Checks: checks drawn against other accounts of the Credit Union

d. First \$200 of Third-Party Checks: If a member deposits a third-party check and his/her account balance is less than the amount of the check being deposited, UCFCU will make up to \$200 of the check available the next business day; the remaining funds from the deposit will not be made available until the fifth business day after the day the deposit was made.

4. **Next-Day Availability for ATM Deposits.** The first \$200 of a deposit made at a UCFCU ATM will be made available immediately. The remaining funds will be made available dependent on the type of items included in the deposit. All ATMs owned or operated by UCFCU are identified as our machines.

5. **Second-Day Availability for Deposits Received By Mail.** Funds deposited by mail will be available within two business days following the business day of deposit, unless a third-party check is included, in which case it will be longer (see item 3.(d). above).

Longer Delays May Apply

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of deposit. Depending on the type of check that is deposited, funds may not be available until the fifth business day after the day of deposit. The first \$200 of the deposit, however, may be available on the first business day.

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

premises, we will mail you a 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. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that was previously returned unpaid.
- You have overdrawn your account and/or have had return deposits 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 5th business day after the day the deposit was made.

Special Rules for New Accounts.

If you are a new customer, 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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day

Items to Remember When Depositing or Cashing a Check

- Rights.** We reserve the right to verify the availability of funds from checks you present for deposit or cashing. Additionally, we reserve the right to hold funds already on deposit when cashing checks or check-like items. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited the item. Additionally, UCFCU reserves the right to require advance notice of a withdrawal.
- Endorsements.** Endorse checks exactly as printed in the payee line.
- Multiple-Payee Checks.** (Checks made payable to more than one person.) If a check payable to two or more persons is ambiguous as to whether it is payable to the persons together or apart, it may be negotiated by any one of the payees (that means a check payable to more than one person that does not include the word "and" between the names may be negotiated by any one of the persons named on the check).
- Third-Party Checks.** (Checks payable to one party who endorses the check over to another party.) All payees must endorse the check regardless of the amount with the member's signature being the last endorsement. The funds

from third-party checks will be placed on hold in the savings account for five business days.

e. **Multiple-payee and third-party checks in excess of \$500.** All payees must be present (with valid ID) or named on the account in order for UCFCU to accept these items for deposit or cashing.

f. **State or Local Government, U.S. Treasury, and Insurance Checks.** These items must be endorsed exactly as printed and all parties named on the check(s) must be present (with valid ID) or named on the account in order for UCFCU to accept these items for deposit or cashing. Regardless of the amount, we do not accept third-party checks references in this section.

g. **Night Depository.** Deposits made at the night depository are considered made on the business day that the item is removed from the depository.

h. **Deposits at Nonproprietary ATMs.** Funds from any deposits made at ATMs UCFCU does not own or operate will not be available until the fifth business day after the day the deposit was made.

i. **Service Centers and Shared Branches.** A transaction at a service center or a shared branch is a transaction at another institution that has agreed under contract to act on our behalf. When you use these facilities, you are subject to the other institution's funds availability policies, which may differ from those described in this document.

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

III. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by University & Community Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services,

signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. **EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

a. ATM Card. If approved, you may use your Card and PIN (Personal Identification Number) in UCFCU ATMs, Transfund Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your savings and checking accounts within the state of Oklahoma.
- Withdraw and transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day, however, you may only withdraw up to a maximum of \$500 in any one day, as long as the balance of your account stays positive.
- You may transfer up to the available balance in your account at the time of transfer.
- See Section II Funds Availability Policy for transfer limitations that may apply to these transactions.
- Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. VISA Check Card. You may use your Card to purchase goods and services from participating merchants. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN in UCFCU ATMs, Transfund Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your savings and checking accounts within the state of Oklahoma.

- Withdraw and transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make POS transactions with your card and PIN to purchase goods and services.

The following limitations on the frequency and amount of VISA Check Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day, however, you may only withdraw up to a maximum of \$500 in any one day, as long as the balance of your account stays positive
- You may transfer up to the available balance in your account at the time of transfer.
- See Section II Funds Availability Policy for transfer limitations that may apply to these transactions.
- There is no limit on the number of POS transactions or purchases you can make in any one day, however, you may only withdraw up to a maximum of \$750 in any one day, as long as the balance of your account stays positive.

c. Preauthorized EFTs

- Direct Deposit. Upon instruction of (i) your employer, or (ii) the Treasury Department, or (iii) other financial institutions, UCFCU will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.

- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings or checking account.

1) See Section II Funds Availability Policy for transfer limitations that may apply to these transactions.

2) Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. A stop payment request for preauthorized Electronic Funds Transfers will apply to all subsequent transfers, unless you withdraw the request.

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

4) Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

d. E-Teller Internet Online Account Access. If we approve the E-teller

service for your accounts, a separate password will be assigned to you. You must use your password along with your account number to access your accounts. At the present time, you may use the E-Teller online account access service to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared (view account histories).
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Apply for a loan or make advances on an open line of credit.
- View electronic statements (E-statements) and check images.
- Access our free bill payment service (E-Payer).
- Choose a new login ID and password.
- Send messages to the Credit Union or establish alerts from your account to your email address.

Your accounts can be accessed under the E-Teller service via personal computer at www.cuintouch.com. E-Teller service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us.

Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit to the number of inquiries, transfers, payments or withdrawal requests you may make in any one day, as long as the balance of your account remains positive.
- See Section II Funds Availability Policy for transfer limitations that may apply to these transactions.

2. **Transfer Limitations.** For all savings, Christmas Club, Money Market, and IRA accounts, you may make no more than six (6) preauthorized, automatic, computer or telephone transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. **Conditions of EFT Services.**

- a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund withdrawal, or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. Foreign Transactions. VISA Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by two percentage points. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A service fee will be charged for this currency conversion as outlined in the Rate and Fee Schedule.
- d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not

to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately, without notice.

- e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized to by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. **Fees and Charges.** There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Rate and Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. **Member Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code (PIN or password), you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe that an EFT has been made without your permission using information from your check and do not notify us within a timely manner, you are responsible for any such transactions.

TELL US AT ONCE if you believe your CARD and/or access code has been lost or stolen or your accounts have been accessed without your permission. 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).

You are not liable for an unauthorized debit card transaction that was not conducted at an ATM if you can demonstrate you exercised reasonable care in protecting your Card from loss or theft, you have not reported two (2) or more

incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise your liability for an unauthorized debit card transaction that was not conducted at an ATM will be no more than \$50.

For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows: (a) If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card or access code without your permission. (b) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or access code, and we can prove that we could have stopped someone from using your Card or access code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, access 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 lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 405.743.3328 or write to University & Community Federal Credit Union, 311 E. McElroy Road, Stillwater, OK 74075.

6. Right to Receive Documentation.

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs or electronic/PC transactions will be recorded on your periodic statement. You will be issued a statement monthly unless there is no transaction in a particular month. In any case, you will be issued a statement quarterly.

b. Terminal Receipt. You may get a receipt at the time you make any transaction (except inquires) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 405.743.3328 or online E-Teller at www.cuintouch.com. This does not apply to transactions occurring outside the United States.

7. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or

consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
 - If you used your Card or access code in an incorrect manner.
 - If the ATM where you are making the transfer does not have enough cash.
 - If the ATM was not working properly and you knew about the problem when you started the transaction.
 - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
 - If the money in your account is subject to legal process or other claim.
 - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
 - If the error was caused by a system of any participating ATM network.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
 - If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
 - If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
 - Any other exceptions as established by the Credit Union.
8. **Safety Precautions.** The following information is a list of safety precautions regarding the use of ATMs and Night Deposit Facilities.
- Be aware of your surroundings, particularly at night.
 - Consider having someone accompany you when the ATM or night deposit facility is used after dark.
 - Close the entry door of any ATM facility equipped with a door.
 - If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using at ATM, do not permit entrance to any person you do not know.
 - Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
 - If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope,

and leave.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN or access code on your ATM card.
- Report all crimes to law enforcement officials immediately.
- If emergency assistance is needed, call the police from the nearest available telephone.

9. **Billing Errors.** In case of errors or questions about electronic funds transfers from your savings or checking accounts, or if you need more information about a transfer on the your statement or receipt, call us at 405.743.3328 or send us a written notice at University & Community Federal Credit Union, 311 E. McElroy Rd., Stillwater, OK 74075 as soon as you can.
- Tell us your name and account number (if any).
 - Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union made an error or why you need more information.
 - Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside of the U.S., its possessions, and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

10. **Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this

Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

11. **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Oklahoma and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of Payne County.

12. **Enforcement.** You are liable to the Credit Union for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

IV. TRUTH IN SAVINGS

A. **Savings, Money Market & Checking Accounts**

Except as specifically described, the following disclosures apply to all share and share draft accounts offered by UCFCU.

1. **Rate Information.** The Dividend Rate and Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period.

For Regular Savings, Christmas Club and IRA Savings accounts, the APY may change quarterly as determined by the Credit Union's Board of Directors. The APY is the rate and yield as of the last dividend declaration date, which is set forth in the Rate and Fee Schedule. The Regular Savings and Christmas Club Accounts are Tiered Rate accounts. If your Daily Balance is from \$100.00 to \$10,000.00, the first APY listed for the account in the Rate and Fee Schedule will apply. If your Daily Balance is from \$10,000.01 to \$20,000.00, the second APY listed for the account will apply. If your Daily Balance is greater than \$20,000.01, the third APY listed for the account will apply. Once a particular range is met, the APY for that balance range will apply to the full balance of your account.

For IRA Savings and Money Market accounts, the APY may change weekly as determined by the Credit Union's Asset and Liability Committee (ALCO). The IRA Savings and Money Market accounts are Tiered Rate accounts. If your

Daily Balance is between \$1,000.00 and \$9,999.99, the first APY listed for the account in the Rate Schedule will apply. If your Daily Balance is from \$10,000.00 to \$24,999.99, the second APY listed for the account will apply. If your Daily Balance is from \$25,000.00 to \$49,999.99, the third APY listed for the account will apply. If your Daily Balance is greater than \$50,000.00, the fourth APY listed for the account will apply. Once a particular range is met, the APY for that balance range will apply to the full balance of your account.

The APY on Dividend Checking accounts may change periodically as determined by the Credit Union's ALCO. The APY is applied to the Daily Balance of your account.

2. **Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
3. **Dividend Compounding and Crediting.** The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Rate and Fee Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
4. **Accrual of Dividends.** For all accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.
5. **Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate and Fee Schedule.

For Dividend Checking and Money Market accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily balance is not met, there will be a service fee as stated in the Rate and Fee Schedule.

For Savings, Christmas Club Savings, and Money Market accounts, there is a minimum daily balance required to obtain the APY for the dividend period. If the minimum daily balance is not met, you will not earn the stated APY.

For Savings, IRA Savings, Christmas Club Savings, and Money Market accounts using a Daily Balance method, dividends are calculated by applying a daily periodic rate to the balance in the account each day.

6. **Account Limitations.** For Regular Savings and Money Market accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from each account to another account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed. For Christmas Club accounts, the entire balance will be paid to you by check or transferred to another UCFCU account owned by you on or after October 1st and the account will remain open. For Regular Savings accounts, a fee as disclosed

in the Rate and Fee Schedule will be imposed for each cash withdrawal in excess of four (4) per month. For IRA Savings accounts, no limitations apply to the number of withdrawals per month. More information about each checking account type is available in the Rate and Fee Schedule.

B. **Share Certificate Accounts.** Except as specifically described, the following disclosures apply to all types of certificate accounts offered by UCFCU.

1. **Rate Information.** The APY is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The APY is fixed and will be in effect for the term of the certificate. The APY is based on the assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.
2. **Dividend Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Account Receipt and Disclosures. The dividend period begins on the issue date of the certificate and ends on the maturity date of the certificate.
3. **Accrual of Dividends.** Dividends will begin to accrue on noncash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.
4. **Balance Information.** The minimum balance requirements applicable to each account are set forth in the Account Receipt and Disclosures. If you do not maintain the minimum balance, you will not earn the stated APY. The dividend calculation method for your certificate is set forth in the Account Receipt and Disclosures. The daily balance method applies a daily periodic rate to the balance in the account each day. The average daily balance method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.
5. **Transaction Limitations.** After your account is opened you may not make additional deposits to a certificate account.
6. **Maturity.** Your certificate account will mature on the maturity date stated in the Account Receipt and Disclosures. The maturity date of certificate accounts automatically renewed will be stated on your maturity or renewal notice
7. **Early Withdrawal Penalty.** We may impose a penalty as stated in the Account Receipt and Disclosures if you withdraw any of the principal from your certificate account or IRA before the maturity date.
 - a. **Amount of Penalty.** The early withdrawal penalty amount is set forth in the Account Receipt and Disclosures.
 - b. **How the Penalty Works.** The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned at the nominal dividend rate on the account. It applies whether or not the dividend has been

earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

c. **Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- i. When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- ii. Where the account is an IRA or Keogh Plan (Keogh) and any portion is paid within seven (7) days after the establishment; provided the depositor forfeits an amount of at least equal to the simple dividends earned on the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59 ½ or becomes disabled.

8. **Renewal Policy.** Your account is either single term or automatically renewable as stated in the Account Receipt and Disclosures. Automatically renewable accounts will renew upon maturity for a like term as the initial term. Automatically renewed accounts will pay dividends at the dividend rate currently in effect for the renewing term. You have a grace period after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. The length of the grace period is shown in the Account Receipt and Disclosures. If your account is for a single term, it will not be automatically renewed at maturity and will not pay dividends after the maturity date.

9. **Nontransferable/Nonnegotiable.** Your account is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

V. SUBSTITUTE CHECK POLICY

The Check Clearing for the 21st Century Act (Check 21) enables financial institutions to send checks to each other electronically, and to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

When you receive a statement on your account from UCFCU, digital images of the checks that were processed in that statement are provided. A portion of those check images may be substitute checks. You might also receive a substitute check if an item you deposit is returned to UCFCU unpaid.

This policy describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account is interest-bearing) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account is interest-bearing) not later than forty-five (45) calendar days after we received your claim.

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

How Do I Make a Claim for a Refund?

If you believe you have suffered a loss relating to a substitute check you received and that was posted to your account, please contact us by phone at 405-743-3328, or by mail at PO Box 1357, Stillwater, OK 74075. You must contact us within forty (40) calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

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

VI. UNLAWFUL INTERNET GAMBLING NOTICE

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Locations & Contact Information:

Main Office:

311 E. McElroy Rd.
Stillwater OK 74075

Drive Thru:

311 E. McElroy Rd.
Stillwater OK 74075

Student Union Branch:

054 Student Union
Oklahoma State University
Stillwater OK 74078

P.O. Box 1357

Stillwater OK 74076

Phone 405.743.3328

Fax 405.743.3350

www.cuintouch.com

UNIVERSITY & Community FEDERAL CREDIT UNION

311 E. McElroy Rd.
054 Student Union

405.743.3328

www.cuintouch.com

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

NCUA

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



Updated: 7-20-15

FACTS

WHAT DOES UNIVERSITY & COMMUNITY FCU DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and Income
- Account Balances and Payment History
- Credit History and Credit Scores

When you are *no longer* our member, we continue to share your information as described in this notice.

How? All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons UCFCU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does UCFCU share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We Do Not Share
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We Do Not Share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We Do Not Share
For our affiliates to market to you	No	We Do Not Share
For nonaffiliates to market to you	No	We Do Not Share

Questions? Call 405.743.3328 or go to www.cuintouch.com

Who we are

Who is providing this notice?

University & Community Federal Credit Union (UCFCU)

What we do

How does UCFCU

protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

How does UCFCU

collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- apply for any credit union service
- you visit our website, provide us information on any online application or transaction, or information you send to us by email.
- use your credit or debit card or pay your bills
- make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or companies.

Why can't I limit all sharing?

Federal law only gives you the right to limit information sharing as follows:

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

However, we do not have any affiliates with whom we share any information.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *UCFCU has no affiliates*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *UCFCU has no nonaffiliates*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *UCFCU does not jointly market*

Other important information

Privacy Policy Changes: While we reserve the right to amend this privacy at any time, you can always review the current policy at www.cuintouch.com