MEMBERSHIP AGREEMENT AND DISCLOSURES

Privacy Disclosure

Membership and Account Agreement

Funds Availability Policy Disclosure

Electronic Fund Transfers Agreement & Disclosure

Truth-in-Savings Disclosure





FACTS

WHAT DOES SECU 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 account balances
- account transactions and credit scores
- income and payment history

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 SECU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SECU share?	Can you limit this sharing?
For our everyday business purposes –	Yes	No
such as to process your transactions, maintain your		
account(s), respond to court orders and legal		
investigations, or to report to credit bureaus		
For our marketing purposes –	Yes	No
to offer our products and services to you		
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes –	Yes	No
information about your transactions and experiences		
For our affiliates' everyday business purposes –	Yes	Yes
information about your creditworthiness		
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call 410-487-7328 or 800-879-7328 or
- Email us at: ask.secu@secumd.com

Please note:

If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 410-487-7328 or 800-879-7328 or email us at ask.secu@secumd.com

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What we do	
How does SECU 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.
How does SECU collect my personal information?	We collect your personal information, for example, when you open an account or use your credit or debit card show your government-issued ID or apply for financing give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only 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 law and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Each joint account holder's choice to limit sharing will apply only to themselves.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include nonfinancial companies, such as Open Technology Solutions and Shared Service Solutions, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include insurance companies and financial service providers.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include advertising/marketing agencies, financial advisors, insurance companies and financial service providers.

Other important information

MEMBERSHIP AND ACCOUNT AGREEMENT

THIS AGREEMENT INCLUDES AN ARBITRATION AGREEMENT. YOU MAY REJECT THIS ARBITRATION AGREEMENT AS SPECIFIED HEREIN. PLEASE SEE PAGE 11 FOR DETAILS.

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of State Employees Credit Union of Maryland, Incorporated ("SECU"). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Application or on other account opening documents. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Application or through our online application and authentication process. Each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Application, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice accompanying this Agreement, the Credit Union bylaws and policies, and any amendments made to these documents from time to time that collectively govern your membership and accounts.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

- 1. MEMBERSHIP ELIGIBILITY To join the Credit Union, you must meet the membership requirements, including deposit and maintenance of the minimum required share(s) ("membership share") as set forth in SECU's bylaws. If for any reason your membership share drops below the minimum required shares, you authorize us to transfer funds from another account of yours to bring the balance back up to the minimum required share amount, if applicable. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.
- 2. SINGLE PARTY ACCOUNTS A single party (individual) account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner'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, any security interest or pledge granted by the account owner, and our statutory lien rights.
- 3. MULTIPLE PARTY ACCOUNTS An account established under the Maryland Multiple Party Accounts Law includes joint accounts, POD accounts and trust accounts. A joint account is an account owned by two or more persons.
 - a. Rights of Survivorship. Unless otherwise stated on the Account Application or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that in the event the owner under whose social security number the account was established dies, the account will be closed once we are notified, and the balance in the account will be divided equally between all surviving account owners by issuing separate checks. Surviving owners may establish a new account, deposit their portion of the funds into a different account, or take the balance as a check. Each joint owner acknowledges and agrees that the account is subject to Maryland's Multiple Party Account law. A surviving party's interest is subject to the Credit Union's statutory lien for the deceased party's obligations and to any security interest or pledge granted by a deceased party, even if a surviving party did not consent to it.
 - b. Control of Joint Accounts. Any party is authorized and deemed to act for any other party(ies) and may instruct us regarding transactions and other account matters. Each party guarantees the signature or authenticated request of any other party(ies). Any party may withdraw or transfer funds, pledge to us all or any part of the shares (except the membership share), or stop payment on items without the consent of the other party(ies). We have no duty to notify any party(ies) about any transaction. We reserve the right to require written consent of all parties for any change to or termination of an account. If we receive written notice of a dispute between parties or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all parties in order to act.
 - c. Liability of Parties on an Account. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the parties, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any party is indebted to us, we may enforce our rights against any account of the indebted party, including all funds in the joint account, regardless of who contributed the funds.
- 4. POD/TRUST ACCOUNT DESIGNATIONS A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the party(ies) during his, her, or their lifetimes and, when the last party dies, is payable to all surviving POD payees or trust beneficiaries. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD payee or trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.
- 5. ACCOUNTS FOR MINORS We may require any account established by a minor to be a joint 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 amount on such account and for any related fees and charges. 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 except

as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

- 6. UNIFORM TRANSFERS TO MINORS ACCOUNT This account is an irrevocable gift to a minor established under the provisions of Maryland's Uniform Transfers to Minor Act (UTMA) created by one or two custodians who deposits funds. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian(s) has/have possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is/are the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. 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 withdrawals.
- 7. **DEPOSIT OF FUNDS REQUIREMENTS** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.
 - a. Endorsements. We may accept transfers, checks, 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. You authorize us to supply missing endorsements of any owners if we choose. 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, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of 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. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.
 - 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. We are not liable for the loss of an item in transit or the negligence of any correspondent. 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. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.
 - c. Restrictive Legends. Some checks contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
 - d. Final Payment. All checks and automated clearinghouse (ACH) transfers or other items 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 and impose a returned item fee 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 fund transfer.
 - e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. 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.
 - f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

B. ACCOUNT ACCESS

- **a.** Authorized Signature. Your signature on the Account Application, or authentication and approval of your account, 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 check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.
- **b.** Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.
- c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- 9. FUND TRANSFERS Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.
 - **a.** Authorization for Transfers/Debiting of Accounts. You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.
 - b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the Available Balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

- c. No Notice Required. We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.
- d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.
- e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.
- f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.
- g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.
- h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.
- i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.
- j. Duty to Report Unauthorized or Erroneous Fund Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.
- k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.
- I. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.
- 10. ACCOUNT RATES AND FEES We pay account earnings and assess fees against your account as set forth in the rate sheet and Fee Schedule. We may change the rate sheet or Fee Schedule at any time and will notify you as required by law.

11. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks, permit withdrawals, and make transfers from the Available Balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks, permit withdrawals, and make transfers when you have an insufficient Available Balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

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

- **b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.
- 12. CERTIFICATE ACCOUNTS Certificates of deposit are subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the terms of which are incorporated herein by reference.
- 13. YOUR CHECKING ACCOUNT TOTAL VS. AVAILABLE BALANCES Your Checking account has two kinds of balances: the "Total Balance"—
 Total Balance may sometimes be referred to as current balance or ledger balance—and the "Available Balance". Both can be checked when you review your account online, through mobile banking, at a Branch or ATM. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains the difference between Total Balance and Available Balance and how each works.

Your Total Balance reflects all deposits made to your account, even if a portion of those deposits is on hold and therefore not available to you to use. (See our Funds Availability Policy) It also reflects only payment transactions that have actually "posted" to your account, and not transactions that have been authorized and are pending. While the term "total" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any purchases, such as debit card purchases, fees, and other charges that have not yet posted, will not appear in your Total Balance.

Example: You have a \$50 Total Balance, but you just wrote a check for \$40. Your Total Balance is \$50 but it does not reflect the pending check transaction. So at that point, you have \$50, but you have already spent \$40.

Your Available Balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. Your Available Balance can change throughout the day with any bank activity such as deposits, withdrawals or debit transactions. The Available Balance takes into account things such as holds placed on deposits and decreases in your Available Balance (such as pending debit card purchases) that you initiated and SECU has authorized but that have not yet posted to your account.

Example: Assume you have a Total Balance of \$50 and an Available Balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask SECU to pre-authorize the payment. In that case, we will decrease your Available Balance by \$20. Your Total Balance would still be \$50 because this transaction has not yet posted, but your Available Balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), assuming no other transactions have occurred, we will post the transaction to your account and your Total Balance will be reduced by \$20.

As stated above, your Available Balance at the time a transaction is presented for payment is used to determine when your account is overdrawn.

Example: Assume your Total and Available Balances are both \$50, and you use your debit card at a restaurant for \$20. Your Available Balance will be decreased on your account, so your Available Balance is only \$30. Your Total Balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$40 clears. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will be overdrawn by \$10, even though your Total Balance is \$50. In this case, depending upon your overdraft options, we may pay the \$40 check, but you will be charged an overdraft fee. That fee will be deducted from your account, further reducing the Total and Available Balances. When the \$20 restaurant charge that you previously authorized is presented for payment, provided no deposits or transfers have been made, you will not have enough money in your Available Balance, the charge will be paid, and you will be charged an overdraft fee for that transaction as well, even though your Available Balance was positive when it was originally authorized.

It is very important to understand that you may still overdraw your account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make.

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

Example: A merchant obtains our prior authorization for a transaction, and we reduce your Available Balance by the amount of that transaction. However, the merchant does not submit the transaction for payment within 48 hours of authorization. In this case, we will increase your Available Balance as if the transaction had not been authorized. Thus, the Available Balance will not reflect this debit card transaction until it has been received by us and posted to your account.

The best way to understand how much money you have, and avoid overdrafts, is to keep careful track of all your deposits, any holds, any decreases in your Available Balance, and payment transactions.

If you do not understand your Available Balance or how overdrafts are calculated, please call us at 410-487-7328 or 800-879-7328.

14. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the Available Balance in your share or deposit account is not sufficient to pay the full amount of a check, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient Available Balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient Available Balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

When eligible for standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For everyday debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize an everyday debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the Fee Schedule and in the document the Credit Union provides you when you opt in to overdraft protection for everyday debit card transactions.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. How Transactions are Posted to Your Account. Below is an explanation of how transactions are generally posted to your account, but we may make adjustments to the below from time to time in our discretion and external factors may also impact how transactions are posted to your account. Basically, there are two types of transactions that affect your account: credits (deposits into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits. This information is available at secumd.org or visit one of our branch offices.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

• Checks. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in the order contained in the data file.

- ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day, as the files are received. Items in each file are posted credits first, then debits.
- PIN-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- Signature-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The temporary "authorization hold" will reduce your Available Balance by the amount authorized but will not affect your current balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

15. HOW TO AVOID OVERDRAFT FEES – It is important to keep track of your balances to avoid the inconvenience and expense of overdrafts and accompanying fees.

Here are some simple steps to get you on your way.

- Keep your check register up to date. Record all debit card and ATM transactions, deposits, transfers, checks, etc. in your check register when you make them. Don't forget to subtract any fees.
- Review your account activity and statements carefully. With Mobile and Online Banking, you can view your Total and Available Balances and transactions, transfer funds between accounts, and monitor account activity. When reviewing your account activity, remember that some checks and payments may not have cleared or posted to your account yet.
- Pay special attention to electronic transactions. If you use an ATM to withdraw cash or your Debit Card to make a purchase or get cash back, be sure to record the transaction in your register.
- Don't forget about automatic payments. If you have automatic payments and deductions from your account, such as your mortgage payment or health club fee, remember to set aside money for them and to record them in your register.
- Record all transactions immediately and do not assume that they will take days to post to your account. Information from checks that you write to pay for purchases or expenses (such as credit card or utility payments) may be used to make a one-time electronic transfer from your account. Funds from these transactions may be withdrawn from your account on the same day you make the payment.
- Consider Direct Deposit. Some of the checks that come to you in paper form—including your payroll checks—can be direct deposited into your account. That means you won't have to wait in line to make the deposit yourself, and you won't have to wait for checks to clear.
- Set up Mobile and Online Banking alerts. With these alerts, you will receive an automatic text or email alert to notify you if your account balance goes below a threshold that you set.

Questions? To learn more about how to avoid overdrafts call 800-879-7328 and select the Checking option or stop by your nearest SECU branch.

16. POSTDATED AND STALEDATED CHECKS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

17. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed (or submitted through our online banking system), and must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

- b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional sixmonth periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. 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 Truth-in-Savings Disclosure or Fee Schedule. You may not stop payment on any cashier's check or any other check, 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 SECU harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

- 18. 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, for example: (1) your account contains an insufficient Available Balance 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 are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution 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 Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.
- 19. CHECKS PRESENTED FOR PAYMENT IN PERSON We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Fee Schedule.
- 20. REMOTELY CREATED CHECKS For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.
- 21. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

- 22. 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, as permitted by law. 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.
- 23. 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.
- 24. RECORDING, TELEPHONE CALLS, AND CALL MONITORING You agree that we may record any telephone conversations you have with us regarding your account. However, we are not obligated to do so and may choose not to at our sole discretion. When you use a video teller machine, you agree to scan and retain your ID when requested to do so for proper verification of your identity, and you authorize us to record video and audio during the transaction.

When you give a telephone number directly to us or our agents, or place a telephone call to us or our agents, you authorize us or our agents to place calls to you at that number for any purpose, including for solicitation, collection, and marketing purposes, in accordance with applicable law. You understand that a "telephone number" includes a cell phone number or VoIP and "calls" include both telephone calls and text messages to or from your phone, cell phone, or VoIP. As examples, we may place calls to you about fraud alerts, deposit holds, and collection of amounts due to us on your account. When we or our agents make calls to you, we may use automatic dialers and artificial, text, or prerecorded messages. You agree to notify us immediately of any change in your telephone number(s). You understand and agree that you are not required to provide this consent in order to obtain any accounts, products, or services and that you may revoke this consent at any time by calling us at 800-879-7328 or any other reasonable method that gives us a reasonable opportunity to update our records.

You authorize us and our agents to monitor and record telephone conversations and other electronic communications you have with us and with our agents for reasonable business purposes, such as security and quality assurance. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

25. NOTICES

- **a.** Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule.
- b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

- **d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.
- 26. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

27. STATEMENTS

- a. Contents. You will receive a periodic statement that shows the 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 joint accounts. For share savings or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and will not be returned to you, but copies of the check will be retained by us or by payable-through financial institutions and will be available through online banking and are made available upon your request for a fee. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically.
- **b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 60 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

- c. Notice to Credit Union. You agree that the Credit Union's retention of checks 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 charge to your account unless you notify us in writing at the address shown on your statement for such notifications 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 14 days of the time you regularly receive a statement.
- d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.
- 28. INACTIVE ACCOUNTS As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Fee Schedule. 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 transfer the account funds to an account payable or reserve account and to suspend any further account statements. 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 then 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.
- 29. 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. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed account agreement or other document which evidences a change to an account and accepted by us.
- **30. 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, for example: (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 checks or drafts 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; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.
- 31. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.
- **32. DEATH OF ACCOUNT OWNER -** We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks 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.
- **33. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES -** You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.
- **34. 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.
- 35. ENFORCEMENT You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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.

- **36. GOVERNING LAW** This agreement is governed by the Credit Union's bylaws, as amended from time to time, as well as the laws and regulations of the State of Maryland and the United States without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of Maryland and the United States. Subject to the terms of the Arbitration and Class Action Waiver Agreement set forth on pages 11 and 12 of this Agreement, any lawsuit regarding your account or your relationship with us shall be brought in a court of competent jurisdiction in the State of Maryland to the exclusion of any other courts in any other jurisdiction. You hereby submit to the personal jurisdiction of the State of Maryland.
- 37. NEGATIVE INFORMATION NOTICE We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report. If you believe we have reported inaccurate information to a credit reporting agency, please notify us at SECU Processing Center, PO Box 2083, Glen Burnie, MD 21060. We are authorized to report the termination of any accounts to ChexSystems or to any other reporting agency.

ARBITRATION AND WAIVER OF CLASS ACTION

YOU MAY OPT-OUT OF THIS ARBITRATION AGREEMENT. SEE SECTION K BELOW.

You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts or your relationship with us. If that cannot be done, you and we agree that

any claim or dispute between us ("Claim") that is filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claim arose prior to the Effective Date of this Arbitration Agreement, that arises out of or relates to this Agreement, your accounts or your use of our products or services shall, at the election of either you or us, be resolved by BINDING ARBITRATION administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claim is in contract, tort, statute, or otherwise; provided that if the AAA is unavailable or unwilling to serve as administrator of any arbitration, a substitute administrator shall be selected by either (a) mutual agreement of the parties, or (b) if you and we cannot agree, by a court at the request of either party. The Rules can be obtained on the AAA website free of charge at www.adr.org; or by writing or calling: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017, 800-778-7879. If a substitute arbitration administrator is appointed we will ensure that you have contact information for such substitute administrator so that you may obtain any applicable rules and forms.

Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THE AGREEMENTS AND DISCLOSURES (EXCEPT CLAIMS THAT ARE LESS THAN OR EQUAL TO THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT ARE NOT SUBJECT TO ARBITRATION SO LONG AS THE CLAIMS ARE BROUGHT AND REMAIN IN SMALL COURT). Seeking relief in small claims court does not waive your or our arbitration rights for other related or unrelated Claims.

This Arbitration Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim.

You acknowledge that this Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

By consenting to BINDING ARBITRATION, you understand and agree with the following terms:

- **a. Scope.** This Arbitration Agreement is applicable to any disputes arising out of, affecting, or relating to your accounts or your relationship with us.
- **b. Selection of Arbitrator.** If either you or we elect to resolve a Claim through binding arbitration, your rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will supersede the conflicting Rules only to the extent of the inconsistency.
- **c.** Effective Date. This Arbitration Agreement is effective upon the 61st day after we provide this Arbitration Agreement to you ("Effective Date"), unless you opt-out in accordance with the requirements of the Right of Opt-Out provision below.
- d. Claims Arising Prior to Effective Date. THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

- e. Arbitration Proceedings. Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Arbitration Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. The Arbitrator shall be entitled to award the same remedies that a Maryland court can award. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver shall be determined by the Court. Judgment upon the award rendered by the arbitrator ruling can be entered in any court of competent jurisdiction.
- f. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. FURTHER, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- **g. Location.** The place of arbitration shall be within 50 miles of your residence at the time the arbitration is commenced or at another place that both you and we agree (or by telephone).
- h. Costs; Attorney's Fees. After we receive notice at our address provided below that you have started an arbitration, we will reimburse you promptly for the filing fee you paid. If you are not able to pay the filing fee, we will pay it after we receive your written request at our address provided below. We will pay the remaining costs of arbitration and the arbitrator's fees. You and we will pay our respective attorney's fees and witness and experts' expenses, except as otherwise provided by law or this Arbitration Agreement. If a law gives you the right to recover any of these fees from us, these rights apply in the arbitration. If the arbitrator issues an award in our favor, you don't need to reimburse us for any fees we paid to the arbitration administrator or for which we are responsible.
- **i. Severability.** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Arbitration Agreement will be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.
- **j. Survival.** This Arbitration Agreement shall survive termination of this Agreement.
- **k. Right of Opt-Out.** You have the right to opt-out of this Arbitration Agreement, provided that you notify us of your intent to opt-out within 60 days after we provide you this Arbitration Agreement. Your opt-out is only effective if you notify us in writing at SECU, PO Box 23896, Attn: Operations, Glen Burnie, MD 21298 within such 60 day time period. If you fail to opt-out within this 60 day time period, you will be deemed to have provided your consent to the resolution of your Claims through binding arbitration. In the event you opt-out of this Arbitration Agreement, such opt-out will not affect other terms and conditions of this Agreement.

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at State Employees Credit Union of Maryland. It only applies to the availability of funds in transaction accounts. The Credit Union 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. Please ask us if you have a question about which accounts are affected by this policy.

- 1. GENERAL POLICY Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business at a staffed facility or before 6:00 p.m. at an ATM that we own or operate 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 our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
- 2. LONGER DELAYS MAY APPLY —In some cases, we may not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$500.00 of your deposit will be available on the same day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 the notice by the next business 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, but further review of the deposit after we receive it may still result in delayed availability.

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- Reasonable Cause to Doubt Collectability Used when we believe a check you deposit will not be paid.
- Large Deposit for over \$5,525.00 Used when you deposit checks totaling more than \$5,525.00 on any one (1) day.
- Re-deposited Checks Used when you redeposit a check that has been returned unpaid.
- Repeatedly Overdrawn Used when you have overdrawn your account repeatedly in the last six (6) months.
- Emergency Conditions Used when there is an emergency, such as failure of communications or computer 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 fourth business day after the day of your deposit.

3. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, cashier's, certified, teller's and traveler's checks, federal, state, local government checks, SECU checks, and payroll checks will be available on the same business day that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. All other items may be held for up to the seventh business day after the day of your deposit.

4. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMS) — We may delay the availability of funds from deposits at ATMs as follows:

<u>Proprietary ATMs</u> – Funds from cash deposits will be made available immediately. Funds from check deposits made at an ATM that we own or operate will be available by the first business day after the date of your deposit. However, the first \$500 of the deposit will be immediately available. All ATMs that we own or operate are identified as our machines.

- 5. HOLDS ON OTHER FUNDS If we cash a check for you that is drawn on another financial institution, 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 financial institution, 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.
- **6. 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 policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by State Employees Credit Union of Maryland ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application as applicants or joint owners. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application 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. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

- 1. EFT SERVICES If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
- **a. SECU ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, CO-OP, STAR, Plus 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 money market accounts.
- Withdraw funds from your savings, money market, and Line of Credit accounts.
- Transfer funds from your savings, money market, and Line of Credit accounts.
- Make loan payments from your savings and money market accounts.

The following limitations on SECU ATM Card transactions may apply:

- You may make 20 cash withdrawals in any one (1) day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Due to a technical, mechanical, or operational issue that may cause a disruption to the system or network, 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. SECU Visa® Debit Card. If approved, you may use your Visa® debit card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. 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. For one-time debit card transactions exceeding your available balance, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Fee Schedule.

For other types of transactions, if the available balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or Line of Credit 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 personal identification number (PIN) at ATMs of the Credit Union, CO-OP, STAR, and Plus 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, checking, and money market accounts.
- Withdraw funds from your savings, checking, money market, and Line of Credit accounts.
- Transfer funds from your savings, checking, money market, and Line of Credit accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on SECU Visa Debit Card transactions may apply:

- You may make 20 SECU Visa Debit Card purchases per day.
- Purchase amounts are limited to the amount in your account.
- You may make 20 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account
- You may make 20 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$3,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us at (410) 487-7328 or (800) 879-7328.

- c. Bank by phone. If you are approved to use bank by phone (our automated phone line) for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your member number to access your accounts. At the present time, you may use bank by phone to:
- Make loan payments from your savings, checking, and money market accounts.
- Withdraw funds by check from your savings, checking, and money market accounts.
- Transfers among Share Savings, Checking, Holiday Savings, and Money Market accounts.
- Transfers from a Line of Credit account to Checking.
- Transfers from your account to another member's account.

Your accounts can be accessed under bank by phone via a touch-tone telephone only. Bank by phone service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. Even though we believe that bank by phone will prove to be reliable, the system may not operate properly at all times. We, therefore, do not promise that bank by phone will always be available for your use. You will not attempt to make a transfer when the system tells you (or other circumstances give you reason to believe) it is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire.

The following limitations on bank by phone transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves 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. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will disconnect if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- 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 on 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 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- Notice of Varying Amounts. If these regular payments may 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 that you set.

- 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.
- e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- f. Online Banking. Online Banking services are governed by a separate SECU Online and Mobile Banking Services Agreements and Disclosures received at the time of Digital Banking registration, incorporated herein by reference. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:
 - Withdraw funds by check from your savings, checking, and money market accounts.
 - Transfer funds from your savings, checking, money market, and Line of Credit accounts.
 - Make loan payments from your savings, checking, and money market accounts.
 - Make bill payments to preauthorized creditors.
 - Make Person to Person Payments, Member to Member Transfers, My Deposit, and ACH Transfers.

Your accounts can be accessed under Online Banking via personal computer. Online banking is generally accessible seven days a week, twenty-four hours a day. If we schedule downtime for maintenance, we will post a notice on online banking's login screen. We will attempt to post notices in case of unscheduled downtime, but circumstances may prevent such notice. 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. Your online banking service will disconnect if your banking session is inactive for too long.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- There is a \$10,000.00 daily check deposit limit.
- No transfer or withdrawal may exceed the available funds in your accounts.
- The maximum daily limit for Person to Person is \$1,000.00 and there is a \$2,000.00 monthly limit.
- The maximum daily limit for ACH Transfers is \$3,000.00 and there is a \$10,000.00 monthly limit.
- See Section 2 for transfer limitations that may apply to these transactions.
- g. Mobile Banking. Mobile Banking services are governed by a separate SECU Online and Mobile Banking Services Agreements and Disclosures received at the time of Digital Banking registration, incorporated herein by reference. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:
 - Transfer funds from your savings, checking, money market, and Line of Credit accounts.
 - Make loan payments from your savings, checking, and money market accounts.
 - Make bill payments to preauthorized creditors.
 - Make Person to Person Payments, Member to Member Transfers, Deposit a Check, and ACH Transfers.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile banking is generally accessible seven days a week, twenty-four hours a day. If we schedule downtime for maintenance, we will post a notice on mobile banking's login screen. We will attempt to post notices in case of unscheduled downtime, but circumstances may prevent such notice. 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. We may refuse to honor any transaction for which you do not have sufficient available verified funds. Your mobile banking service will disconnect if your banking session is inactive for too long.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- There is a \$10,000.00 daily check deposit limit.
- No transfer or withdrawal may exceed the available funds in your accounts.
- The maximum daily limit for Person to Person is \$1,000.00 and there is a \$2,000.00 monthly limit.
- The maximum daily limit for ACH Transfers is \$3,000.00 and there is a \$10,000.00 monthly limit.
- See Section 2 for transfer limitations that may apply to these transactions.
- h. Bill Pay. Bill Pay services are governed by separate Terms and Conditions received at the time of bill pay enrollment, incorporated herein by reference. By furnishing your payee names and all associated payment details, you authorize us to follow the payment instructions to these payees that you provide us via the Bill Payment service. 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 cutoff time on the date you schedule for payment. Bill payments may take up to ten (10) business days to reach the payee and they will be sent either electronically or by check. Please be sure to allow sufficient time for your payee to receive your payment and credit your account

properly. To avoid incurring finance or other charges, you should schedule your payment to arrive on or before the payee's stated due date. We cannot guarantee the time that any payment will be credited to your account by the payee.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$10,000.00, if there are sufficient funds in your account.
- 2. TRANSFER LIMITATIONS For all savings and money market accounts, you may make no more than six (6) 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 or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

SECU Visa Debit Card. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

- d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access 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.
- 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 and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized 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** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Fee Schedule that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, 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 funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

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, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or

card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. 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 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 \$500.00.

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 60 days after the statement was sent to you, you may not be refunded any money lost after the 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 or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, it is best to call immediately:

(410) 487-7328 (800) 879-7328

or write to:

SECU, Attn: Card Operations

PO Box 2148

Glen Burnie, MD 21060

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

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, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a periodic statement each month unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- **b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal. This receipt is not final since each transaction is accepted subject to our verification. If there is a conflict between the receipt and our records, our records will control.
- c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 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 accessing your account through Online Banking, Mobile Banking, or calling (410) 487-7328.
- 7. ACCOUNT INFORMATION DISCLOSURE We will disclose information to third parties about your account or the transfers you make:
 - Where it is necessary for completing transfers;
 - In the course of preparation, examination, handling, or maintenance of financial records by any SECU officer, employee or agent that has custody of the records;
 - In the course of examination of SECU's financial records by a certified public accountant while engaged by SECU to perform an independent audit;
 - During the course of examination of financial records by or the disclosure of financial records to any officer, employee, or agent of a supervisory agency for use only in the exercise of that person's duty as an officer, employee or agent;
 - In the course of publication of information derived from financial records if the information cannot be identified to you or any particular deposit or account of yours;
 - Under certain circumstances of the Commercial Law Article of the Annotated Code of Maryland relating to the dishonor of a negotiable instrument;
 - In an exchange, in the regular course of business of credit information between SECU and any other fiduciary institution or commercial enterprise if made directly or through a consumer reporting agency;
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant:
 - To comply with government agency or court orders or applicable State and Federal Laws; or
 - If you give us your written permission.
- 8. BUSINESS DAYS Our business days are Monday through Friday, excluding holidays.
- **9. 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 Disclosure, 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, online/PC, or mobile banking transactions is not working properly and you know 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.
- 10. NOTICES All notices from us will be effective when we have sent them or delivered them by ordinary mail, email, courier, facsimile transmission, electronic transmission, or any other means you and SECU may agree upon from time to time to the appropriate 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 or to any other address we have communicated to you in writing from time to time. We shall have a reasonable time to act on any notices received. We reserve the right to change the terms and conditions upon which this service is offered. We ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
- 11. ATM SECURITY —The following information is a list of safety precautions regarding the use of ATMs:
 - Be aware of your surroundings, particularly at night.
 - Consider having someone accompany you when the ATM 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 an ATM, do not permit entrance to any person you do not know.
 - Refrain from displaying your cash at the ATM. 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, consider using another ATM or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card and leave.
 - If you are followed after making a transaction, go to the nearest public area where people are located.
 - Do not write your personal identification number (PIN) or access code on your ATM card or place it in your wallet.
 - Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police.
- 12. BILLING ERRORS In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(410) 487-7328 (800) 879-7328

or write to:

SECU, Attn: Operations PO Box 2148

Glen Burnie, MD 21060 Fax: (410) 487-7101

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

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

We will determine whether an error has 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 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 after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- * If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.
- ** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

- 13. 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 destroy all cards at the time of termination. 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 electronic transactions made prior to termination.
- 14. GOVERNING LAW This Agreement is governed by the Credit Union's bylaws, as amended from time to time, as well as the laws and regulations of the State of Maryland and the United States without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of Maryland and the United States. Subject to the terms of the Arbitration and Class Action Waiver Agreement set forth on pages 11 and 12 of the Membership and Account Agreement, any lawsuit regarding your account or your relationship with us shall be brought in a court of competent jurisdiction in the State of Maryland to the exclusion of any other courts in any other jurisdiction. You hereby submit to the personal jurisdiction of the State of Maryland.
- **15. ENFORCEMENT** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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 postjudgment collection actions.

TRUTH-IN-SAVINGS DISCLOSURE FOR DIVIDEND BEARING SAVINGS ACCOUNTS

The rates, fees and terms applicable to your account at the Credit Union are provided within the rate sheet and Fee Schedule given with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.										
RATE SCHEDULE										
		DIVIDENDS			BALA	NCE REQUIREM	ENTS			
ACCOUNT TYPE	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	ACCOUNT LIMITATIONS		
Share Savings	See rate sheet	Monthly	Monthly	Monthly (Calendar)	\$10.00	\$0.01	Daily Balance	Account transfer and withdrawal limitations apply.		

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

- 1. RATE INFORMATION The annual percentage yield 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 Share Savings accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.
- **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 the dividend period applicable to each account are stated in the Rate Schedule above. 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 earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

- 5. BALANCE INFORMATION To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the rate sheet. For Share Savings accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not requirement using the daily balance method as stated in the Rate Schedule above dividends are calculated by applying a daily periodic rate to the principal in the account each day.
- **6. ACCOUNT LIMITATIONS** For Share Savings accounts, you may make no more than six (6) 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.
- 7. FEES FOR OVERDRAWING ACCOUNTS Services and fees for overdrafts are shown in the Fee Schedule, incorporated herein by reference. To learn more about how to avoid overdrafts please review "Your Checking Account Total vs. Available Balance", "Overdrafts", and "How to Avoid Overdraft Fees" sections of the Membership and Account Agreement, call 800-879-7328 and select the Checking option, or stop by your nearest SECU branch

8. MEMBERSHIP — As a condition of membership, you must deposit and maintain the minimum required share(s) set forth below.

Par Value of One Share \$10.00 Number of Shares Required 1

- **9. RATES** The rates provided in or with the Rate Schedule are accurate as of the effective date indicated. If you have any questions or require current rate information on your accounts, please call the Credit Union.
- **10. FEES** See separate Fee Schedule for a listing of fees and charges applicable to your account(s).

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

TRUTH-IN-SAVINGS DISCLOSURE FOR INTEREST BEARING SAVINGS AND CHECKING ACCOUNTS

The rates, fees and terms applicable to your account at the Credit Union are provided within the rate sheet and Fee Schedule given with this Truth-in-S	avings Disclosure.
The Credit Union may offer other rates for these accounts from time to time	

	The Credit Union may offer other rates for these accounts from time to time.									
RATE SCHEDULE										
	IN									
ACCOUNT TYPE	Interest Rate/ Annual Percentage Yield (APY)	Interest Compounded	Interest Credited	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Interest	ACCOUNT LIMITATIONS		
Additional Savings Accounts		Monthly	Monthly	\$25.00		\$0.01	Daily Balance	Account transfer and withdrawal limitations apply.		
IRA Savings Accounts	parate sheet	Monthly	Monthly	\$10.00		\$0.01	Daily Balance	_		
Money Market Accounts		Monthly	Monthly	See Separate Rate Sheet	See Separate	See Separate Rate Sheet	Daily Balance	Account transfer and withdrawal limitations apply.		
SECU Total ™ Checking & Rewards Account with reward levels: Platinum Gold Silver Bronze	See Separate Rate Sheet	Monthly	Monthly	\$25.00	Fee Schedule	See Separate Rate Sheet	Daily Balance	_		

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of interest to be paid on your account based on the interest rate and frequency of compounding for an annual period. For all accounts, the interest rate and annual percentage yield may change at any time as determined by SECU's Board of Directors. Money Market accounts are tiered rate accounts. The balance ranges and corresponding interest rates and annual percentage yields applicable to each tier are disclosed on the rate sheet. Once a particular range is met, the interest rate and annual percentage yield for that balance range will apply to the full balance of your account. The SECU Total™ Checking & Rewards accounts are tiered rate accounts. Please refer to section 2 for additional details about these accounts.

- 2. SECU TOTAL™ CHECKING & REWARDS ACCOUNTS SECU Total™ Checking & Rewards accounts include four reward levels Platinum, Gold, Silver and Bronze. Accounts that qualify for a particular reward level in any month, earn the specified interest rate and APY shown on the Rate Sheet and obtain the applicable reward benefit, based on total Qualifying Balances or the highest balance in any of the checking accounts for which you are the owner. Qualifying Balances (for any month will include):
- a. Total average daily balance for all deposit accounts using the current/total balance in accounts at SECU in which you are an owner/joint owner;
- b. Total outstanding loan/line of credit balances for SECU loans in good standing where you are the borrower or coborrower (personal loans only/certain restrictions apply); and

c. Any investment balances that you maintain with our investment program partner (or any successor broker-dealer and/or investment adviser) in an account in your name or where you are a joint owner (as of the last day of the month).*

To qualify for the different rewards levels, you need to meet the following requirements. Platinum: \$100,000 in Qualifying Balances or \$25,000 in one checking account; Gold: \$50,000 in Qualifying Balances or \$10,000 in one checking account; Silver: \$10,000 in Qualifying Balances or \$3,500 in one checking account; or Bronze: \$0.01 in your checking account.

Tiered rates will be paid on accounts qualifying for the Platinum, Gold or Silver reward level. Once your checking account qualifies for a particular reward level, a blended APY will apply to the full balance of your checking account for that monthly period (reward levels reset monthly).

Each interest rate used in calculating the blended APY will apply only to that portion of the account balance within each balance range.

Once any one of your checking accounts qualifies for a particular reward level, all of your checking accounts will be subject to that reward level for that month. To obtain the benefits provided for any particular reward level, you must satisfy the Qualifying Balance requirement or maintain a checking account balance that qualifies you for that reward level. Checking accounts closed during any month will receive Bronze reward benefits for the month in which the account is closed.

Refer to secumd.org/more/checking-rewards or call us at 800.879.7328 for reward information.

- **3. INTEREST COMPOUNDING AND CREDITING** The compounding and crediting frequency applicable to each account is set forth in the Rate Schedule above.
- **4. ACCRUAL OF INTEREST** For all earning accounts, interest will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.
- 5. BALANCE INFORMATION To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth on the rate sheet. For Additional Savings, IRA Savings, Money Market, and SECU Total™ Checking & Rewards accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the crediting period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield stated on the rate sheet. For accounts using the daily balance method as stated in the Rate Schedule above interest is calculated by applying a daily periodic rate to the principal in the account each day.
- **6. ACCOUNT LIMITATIONS** For Additional Savings Accounts and Money Market accounts, you may make no more than six (6) 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, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For IRA Savings Accounts, and SECU Total™

Checking & Rewards accounts, no account limitations apply.

- 7. FEES FOR OVERDRAWING ACCOUNTS Services and fees for overdrafts are shown in the Fee Schedule, incorporated herein by reference. To learn more about how to avoid overdrafts please review "Your Checking Account Total vs. Available Balance", "Overdrafts", and "How to Avoid Overdraft Fees" sections of the Membership and Account Agreement, call 800-879-7328 and select the Checking option, or stop by your nearest SECU branch.
- **8. MEMBERSHIP** As a condition of membership, you must deposit and maintain the minimum required share(s) as set forth below.

Par Value of One Share

\$10.00

Number of Shares Required

1

- **9. RATES** The rates provided in or with the Rate Schedule are accurate as of the effective date indicated. If you have any questions or require current rate information on your accounts, please call SECU.
- **10. FEES** See separate Fee Schedule for a listing of fees and charges applicable to your account(s).

*Nondeposit investment products offered or sold by, and held for your account by, our third-party investment program partner:

- Are not federally insured;
- Are not obligations of SECU;
- Are not guaranteed by SECU;
- Involve investment risk: and
- Are being offered by a dual employee who accepts deposits on behalf of SECU and also sells nondeposit investment products on behalf of a third party broker.

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

TRUTH-IN-SAVINGS DISCLOSURE FOR CERTIFICATES OF DEPOSIT

The rates, fees and terms applicable to your account at the Credit Union are provided within the rate sheet and Fee Schedule given with this Truth-in-Savings Disclosure.

*The Credit Union may offer other rates and terms from time to time.

		¹ ine Cre	edit Union may offer	E SCHEDULE		ime.		
	Interest Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Interest Compounded	Interest Credited	Additional Deposits	Withdrawals	Renewable
Savings Certificate								
3 Month								
6 Month								
9 Month								
11 Month								
12 Month								
12 Month Jumbo								Automatic
13 Month		Fixed Rate	\$500.00 \$100,000.00	Quarterly	Quarterly	Not Allowed	Allowed - See Transaction	
18 Month	Refer to rate sheet	rixed Nate	(Jumbo)	Quarterly	Quarterly	arterly Not Allowed	Limitations section	
24 Month			(ourne)					
24 Month Jumbo								
30 Month								
36 Month								
4 Year								
5 Year								
Other Terms								
IRA Certificate								
12 Month								
12 Month Jumbo								
13 Month								
15 Month								
18 Month			\$500.00					
24 Month	Refer to rate sheet	Fixed Rate	\$100,000.00	Quarterly	Quarterly	rly Not Allowed	Allowed - See Transaction Limitations section	Automatic
24 Month Jumbo	Neier to rate sheet		(Jumbo)				Elimitations section	
30 Month								
36 Month								
4 Year								
5 Year								,
Other Terms								

Add-On Savings Certificate		Fixed Rate \$100.00		Quarterly	Quarterly	Allowed - Limited to \$25.00 minimum per	Allowed - See Transaction	Automatic
12 Month	Refer to rate sheet	Tixed Nate	ψ100.00	Quarterry	Quarterly	deposit	Limitations section	Addition
Add-On IRA Certificate		Fired Date	# 400.00			Allowed - Limited to	Allowed - See Transaction	
12 Month	Refer to rate sheet	Fixed Rate	\$100.00	Quarterly	Quarterly	\$25.00 minimum per deposit	Limitations section	Automatic
Step-Up Savings Certificate		Variable Rate -				Allowed - See Transaction		
5 Year	Refer to rate sheet	Member has discretion	\$500.00	Quarterly	Quarterly	Not Allowed	Limitations section	Automatic
Step-Up IRA Certificate		Variable Rate -			0 1 1	N. . A.II	Allowed - See Transaction	
5 Year	Refer to rate sheet	Member has discretion	\$500.00	Quarterly	Quarterly	Not Allowed	Limitations section	Automatic

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts.

- 1. RATE INFORMATION The annual percentage yield is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. For Savings Certificate, IRA Certificate, Add-On Savings Certificate, and Add-On IRA Certificate accounts, the interest rate and annual percentage yield are fixed and will be in effect for the initial term of the account. During the term of your Step-Up Savings Certificate and Step-Up IRA Certificate account(s), you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. For accounts subject to interest compounding, the annual percentage yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.
- 2. INTEREST COMPOUNDING AND CREDITING The compounding and crediting frequency applicable to each account is set forth in the Rate Schedule above. For all accounts, at your option, you may choose to have interest credited to your certificate account, paid to you by check or transferred to another account of yours. If you elect to have interest paid to you by check or transferred to another account, compounding will not apply.
- 3. BALANCE INFORMATION To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the rate sheet. For accounts using the daily balance method as stated in the Rate Schedule above interest is calculated by applying a daily periodic rate to the principal in the account each day.
- **4. ACCRUAL OF INTEREST** For all accounts, interest will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

- 5. TRANSACTION LIMITATIONS For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule above. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below. You also agree to be subject to the terms and conditions contained in the separate IRA documents that are incorporated into this Agreement by reference. Please refer to the SECU "IRA Simplifier"(IRA application and disclosures forms) provided to you for information specific to your Individual Retirement Account.
- **6. MATURITY** Your account will mature as stated on this Truth-in-Savings Disclosure or on your Renewal Notice.
- **7. EARLY WITHDRAWAL PENALTY** We may impose a penalty if you withdraw funds from your account before the maturity date.
- **a.** Amount of Penalty. For terms less than 48 months, the amount of the early withdrawal penalty for your account is 90 days interest. For terms of 48 months or greater, the amount of the early withdrawal penalty for your account is 365 days interest.
- **b.** How the Penalty Works. The penalty is calculated as a forfeiture of part of the interest that has been or would be earned on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has 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 iurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after

the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple interest earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

- **8. RENEWAL POLICY** The renewal policy for your accounts is stated in the Rate Schedule above. For accounts that automatically renew for another term, you have a grace period of seven (7) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.
- **9. NONTRANSFERABLE/NONNEGOTIABLE** Your account is nontransferable and nonnegotiable.
- **10. MEMBERSHIP** As a condition of membership, you must deposit and maintain the minimum required share(s) as set forth below.

Par Value of One Share \$10.00

Number of Shares Required

Your savings federally insured to at least \$250,000

1

and backed by the full faith and credit of the United States Government

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