

***Important
Information
About Your
Account***



**Terms and Conditions
Electronic Transfers
Funds Availability
Truth in Savings**

www.familycu.com

(563) 388-8328

(800) 437-0415

TERMS AND CONDITIONS OF YOUR ACCOUNT

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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

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

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

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

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

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay

any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

This is the Agreement between you, the member, and The Family Credit Union ("Credit Union"), regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union. You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms separately provided to you with regard to Truth in Savings and Availability of Funds.

This Agreement and those documents listed above include certain disclosures required under the Truth-in-Savings Act and National Credit Union Administration and Federal Reserve Board regulations and commentary, the Funds Availability Act (Regulation CC), Regulation D, and Uniform Commercial Code Article 4A.

The various terms and conditions set forth in those documents are incorporated into this Agreement by reference. You also agree to abide by the Bylaws of the Credit Union.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

MEMBERSHIP

Membership Eligibility. The Credit Union serves in its field of membership those applicants, and their family members, who live or work in Greene County, Boone County, Guthrie County, Dallas County, Polk County, Adair County, Madison County, Warren County, Iowa County, Johnson County, Cedar County Clinton County Scott County Muscatine County Keokuk County Washington County Louisa County, Jefferson County Henry County, Des Moines County, Van Buren County, and Lee County (all of the aforementioned in Iowa) and, Whiteside County, Rock Island County Henry County and Mercer County (all in Illinois), as well as immediate family members of any member in the aforementioned areas, you're eligible to join The Family Credit Union.

Please review our Membership eligibility on The Family Credit Union website at www.familycu.com, or speak with one of our service representatives to determine if you are eligible to join. Only members in good standing may receive the benefits and services of the Credit Union.

Becoming a Member. To become a member of the Credit Union, you must open a Share Savings account by depositing \$25.00 into your share account, being the Par Value of One Share of this Credit Union.

Credit Information. You authorize the Credit Union to investigate your credit standing when opening, or reviewing any Loan or Deposit Account. We may report information about your individual loan account(s) to credit bureaus. Late payments, missed payments, or other defaults on your loan account(s) may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

Deposits Generally. After you have established your Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. Your accounts are not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Account or any other accounts you have with the credit union.

We will give only provisional credit until collection is final for any items other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

You can make deposits in person or by mail. At the present time, you can arrange to have one or more of the following deposits made directly to your accounts: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits.

If you have arranged to have direct electronic fund transfer deposits made to your account, you can call us at **563-388-8328** to find out whether or not the deposit has been made. In addition, you will receive an account statement showing all such direct deposits at least monthly. Your account statements will be admissible as evidence of the electronic fund transfer deposit or other transaction they represent in any action in a court of law.

All deposits into any credit union account are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are special fees for collecting your deposit, you promise to pay them (see the Truth in Savings Fee Schedule for a list of fees). We may deduct such fees directly from your account. If we feel there is a reason to do so, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements place on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees. You warrant that all endorsements on any check or other negotiable instrument deposited into an account is authentic and without recourse.

Withdrawing Money from Your Account. As long as you have money in your Account, and subject to any applicable state or federal laws and regulations, available funds can be withdrawn from your account by written draft or any other method approved by the Credit Union. If checking drafts are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such drafts in an automated fashion arise. When you order checking drafts through the Credit Union, the Credit Union will charge your account for the costs of said checking drafts, which costs

vary depending on the style of drafts ordered.

Transaction Limitations. Please refer to the Truth-in-Savings Disclosure for account transaction limitations.

Withdrawals – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

Acceptance of Fees and Charges. Any Account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Truth in Savings Fee Schedule for a list of fees. These fees may be changed at our discretion. We will provide you notice of such changes in accordance with law.

Ownership Of Account And Beneficiary Designation – These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

Joint Accounts (Survivorship Accounts). If two or more parties have signed an application, you are creating, and intend to create, a “joint tenancy with rights of survivorship.” That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce you to act thereunder, each person signing the application jointly and singly

agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney’s fees, except as may be limited by applicable law. Any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s) to this Credit Union. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt thereof. With the exception of Share Draft and Certificate Accounts or as otherwise prohibited by law, any joint owner on an account is also a joint owner on all sub-accounts listed under that account number.

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

Pay-On-Death (POD)/Trust Account Designation. A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. The owners of these account types may change the beneficiaries, change the account types, and/or withdraw any or all of the account funds at any time. Accounts payable to more than one surviving beneficiary/payee are owned in equal shares by those beneficiaries, without right of survivorship. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee’s interest in any account, except as otherwise provided by law.

Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) we have not been given written notice of a claim under a will. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal share, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Custodial Accounts for Minors. Any custodial accounts for minors are subject to the terms and conditions set forth in the Uniform Transfer to Minors Act. It is your responsibility to know and abide by any legal effects related to this type of account. Other Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Iowa or Illinois law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will change the account status after the minor reaches the age of majority. **Power of Attorney.** If you appoint an agent as your Attorney-in-Fact with a Power of Attorney document and we accept the documentation presented for such an appointment, we may accept such an authorization for transactions without further communication to you. Unless your Power of Attorney document specifically prevents you from entering into transactions, we may accept either your personal transactions and/or those authorized by your appointed “Agent”.

SPECIAL TERMS REGARDING SHARE DRAFT ACCOUNTS

Deposits Generally. Once you have established your Share Draft Account (at some Credit Unions, these are called checking accounts), you may make additional deposits into those accounts at any time and in any amount

subject to the terms of this Agreement. The above terms regarding “deposits generally” also apply to Share Draft Accounts, except as they may be modified by this section. All drafts drawn on your Share Draft Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

Minimum Balance. There is no minimum deposit required to open a Regular Share Draft (Regular Checking) Account. Please see the Truth In Savings disclosure and The Family Credit Union Rate Sheet for more information.

Withdrawing Money from Your Share Draft Account. As long as you have money in your Share Draft Account, and subject to any applicable state or federal laws and regulations, available funds can be withdrawn from your account by written draft or any other method approved by the Credit Union. Share drafts must generally be ordered through the Credit Union. If share drafts are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such drafts in an automated fashion arise. When you order share drafts through the Credit Union, the Credit Union will charge your account for the costs of said share drafts, which costs vary depending on the style of drafts ordered. You may select drafts from the current styles available.

Payment of Share Drafts. The Credit Union is under no obligation to pay a share draft which is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a draft.

Funds Availability. Funds from deposits you make into your Share Draft Account may not always be immediately available. Refer to our Funds Availability disclosure for more details.

Fees. As with all other accounts, your Share Draft account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to our Fee Schedule for a list of fees. These fees may be changed at our discretion.

Truncated Drafts; Statements. Your canceled share drafts will not be returned to you; they will become Credit Union property and be held by us (“truncated”) for you. Your monthly statement will itemize your canceled drafts by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. A copy of any share draft will be available to you as required by law. There may be a small fee to obtain a copy of a draft (see the Fee Schedule for a list of fees).

Suspension of Services. The Credit Union reserves the right to suspend the benefit of any credit union service at any time for reasonable cause. We also have the right to pay any check presented for payment from your account after your account is closed or suspended and we may proceed to collect any such amount paid from you.

OVERDRAFTS

Overdraft(S) – The Credit Union is under no obligation to pay a share draft you have written, or notify you if it would result in the Share Draft Account being overdrawn (a draft written against your Share Draft Account when insufficient available funds are on deposit in the account is known as an NSF Share Draft), however, you agree to reimburse the Credit Union for funds advanced if the Credit Union does pay a share draft or other authorized transaction from your account(s), including any fee applicable for such an overdrawn account. You agree for yourself and the person or entity you represent if you sign as a representative of another, to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from your share draft account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

If this is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the

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

Standard Overdraft Protection – If we offer you standard Overdraft Protection, you must separately apply and be approved for Overdraft Protection. Overdraft protection is a revolving line of credit that can be attached to your checking account. To the extent authorized by law, you hereby authorize us to transfer funds from other accounts you maintain at this credit union, to any account upon which you issue a share draft when there are not sufficient funds in the account upon which that draft is issued. If you have a line of credit with this credit union, transfers will be made either from your credit line up to the available credit limit or from your Regular Share Account, if there are sufficient funds in the Regular Share Account. You may elect your preference as to which account funds may be transferred from for this purpose. Any overdraft transfers resulting from this procedure may result in a fee being assessed to your Regular share account. You agree to hold the credit union harmless for any and all liability that may otherwise exist if a transfer Does Not Occur.

Courtesy Pay Overdraft Disclosures – If we offer Courtesy Pay Overdraft Protection, you must separately apply and be approved for Courtesy Pay. These Courtesy Pay Overdraft Disclosures describe the circumstances when we (the credit union) will pay overdrafts in your checking account and charge you a Courtesy Pay fee. “Overdraft” means there is not enough “available balance” in your checking account or any other account funds can be transferred from to pay for a transaction at the time it is presented to us for payment (“posts” to your account). If we pay for an overdraft, we will charge a Courtesy Pay fee. The fee is described in our Fee Schedule, which is updated periodically.

Please note that for ATM and one-time debit card transactions, you must affirmatively consent to this coverage on a separate disclosure. Without your consent, we may not authorize and pay an ATM or one-time debit card transaction that will result in negative available balance in your account. The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or give us a call.

Discretionary Overdraft Privilege. The Family Credit Union may pay overdrafts within the discretionary overdraft privilege limits, but payment by The Family Credit Union is a discretionary courtesy and not a right or obligation. The limits on this discretionary overdraft service for consumer checking accounts are dynamic, meaning they can change daily based on specific account activity. Any and all fees charged, including without limitation the nonsufficient funds fees, will be included in the dynamic daily limit. You agree to hold the credit union harmless for any and all liability that may otherwise exist if an overdraft payment does not occur.

Your Checking Account Balance. Your checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your **actual balance** is the full amount of all deposits made into your account less payment transactions that have actually “posted” to your account. While the term “actual” 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. It does not reflect checks you have written or payments you have authorized, or holds on deposits that have not yet posted. For example, if

you have a \$50.00 actual balance, but you just wrote a check for \$40.00, then your actual balance is \$50.00 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40. Also, the actual balance does not include holds that may be placed on checks you deposit. (See the section below on How Transactions Are Posted To Your Account.) Thus, if you deposit a \$1,000 check, your actual balance will increase by \$1,000 but only \$200 may be available for you to spend because there may be a hold on \$800 for a period of time. Your **available balance** is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual 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 us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50.00 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), we will post the transaction to your account and your actual balance will be reduced by \$20.

Available balance at the time a transaction posts to your account is used to determine when your account is overdrawn. The following example illustrates how this works:

Again, assume your actual and available balance are both \$100, and you swipe your debit card at a restaurant for \$60. A hold is placed on your account, so your available balance is only \$40. Your actual balance is still \$100. Before the restaurant charge is sent to us for processing, a check that you wrote for \$50 clears. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your actual balance is \$100 at the time the check is presented. In this case, we may pay the \$50 check, but you will be charged an overdraft fee (the fee is described in our Fee Schedule, which is updated periodically). That fee will be deducted from your account, further reducing the available and actual balances. If the \$60 restaurant charge is then presented for payment, you will not be charged an additional fee because your available balance at the time the transaction was authorized was sufficient to cover the transaction, even though your available balance at the time the transaction is paid is not.

For most of your payment transactions—checks, ACH payments, ATM transactions, and some debit card PIN transactions (those made when you enter your PIN)—your available balance for purposes of determining an overdraft is measured at the time the transaction posts to your account. However, for debit card signature transactions, your available balance is measured at the time you present your card and at the time the transaction is presented to us for payment. In other words, if you have a \$50 available balance, but you swipe your card for \$60, then you will have a negative available balance at the time your card is presented to the merchant. If we authorize the payment, then you may be charged a fee, unless you make a deposit and your available balance is sufficient by the time the transaction is posted.

In other words, for debit card purchases to result in a courtesy pay fee, your available balance must be insufficient to cover the transaction at the time you present your card for a purchase and at the time the transaction is later posted to your account for payment. 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 the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for

certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT. There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Most deposits are added to your account when we receive them. Your actual balance will reflect the full amount of the deposit at the time the deposit is made. However, for some checks you deposit, only \$200 will be included in your available balance at the time of deposit; the remainder of the deposit will be available two (2) business days later. There may be extended holds on checks per our discretion. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section entitled "Funds Availability Policy Disclosure."

Debits. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it may be processed through the Federal Reserve System or by other electronic means. We receive data files of cashed checks from the Federal Reserve or other electronic means 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 or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are paid as received.
- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally reduce the available balance in your account. We refer to this as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: 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 the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of 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 swipe your debit card at gas stations and hotels and 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 how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one fee if we pay multiple transactions when your account is overdrawn. The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT 563-362-9531.

STOP PAYMENTS

If a Stop Payment Order expires and the item is subsequently presented, the Credit Union has no liability for claims and damages resulting from the Credit Union honoring or paying the item. We do not have to notify you when a stop payment order expires.

Stop Payment Order Request. You may request a stop payment order on any item drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Automated Clearing House (ACH) Stop Payments. The credit union will not be responsible for stopping payment unless a request is received within a reasonable time for the credit union to act prior to final payment or other action or at least 3 business days before the schedule date of a preauthorized EFT. Credit Union's liability shall not, in any event exceed the amount of the Item described above. This Stop Payment Request is subject to the ACH rules. The Credit Union Member will reimburse the Credit Union for any loss it sustains in honoring this request. You agree to notify the Credit Union promptly upon issuance of any duplicate item, which replaces the item subject to this Stop Payment Request, or upon return of the original item.

ACH Stop payment orders include transfers for Electronic Check Conversion, Post-Dated Items, Recurring Preauthorized EFT & Single Preauthorized EFT transfers.

If an ACH Stop payment order is for recurring EFTs (all future EFTs), you understand that you must obtain written confirmation of the revocation from the Originating Company listed above within 14 days. If you do not provide this written confirmation to the Credit Union, you understand the Credit Union will honor subsequent debits. Preauthorized EFTs will never expire, unless you request a withdrawal of the request. If this stop payment order is for a Non-Clearing House check/draft, it will expire after 6 months unless renewed in writing.

If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit this written request for the stop payment order within 14 days, the credit union's block on the payment shall be lifted and the credit union will issue payment to any payee(s).

An oral stop payment order ceases to be binding after 14 days if you fail to provide this written confirmation of the stop payment order.

Liability. Fees for stop payment orders are set forth on The Family Credit Union Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a

result of incorrect information you provided the Credit Union.

Payment of Checks after Death. The Credit Union may, after the date of your death, pay share drafts drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

OTHER TERMS AND CONDITIONS

Missing Endorsements. The Credit Union is authorized to supply any of your endorsements on any check or other instrument tendered for any account, and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the credit union shall not be held liable for the acts of any agents, subagents or others. We may accept transfers, checks, drafts and other items for deposit into your account(s) if they are made payable or to the order of one or more account owners, even if they are not endorsed by all payees. Withdrawals may not be made on account of such items until collected, or as otherwise provided by law. Any amount not collected, or later returned, may be charged back to the account, including expense incurred, and any other outside expenses incurred relative to the account may be charged to it.

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

Share Insurance. Your savings in the Credit Union are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. Retirement accounts, including IRA share accounts and traditional IRA certificates, are covered separately to \$250,000 by NCUA. Generally, if a credit union member has more than one individual account in the same insured credit union, those accounts are added together and are insured up to \$250,000. Shares maintained in different legal ownership capacities may each be separately insured. There are numerous combinations of accounts that can increase your total coverage. Contact a Member Service Representative to discuss ways to increase your total coverage.

Charges. You agree to pay us charges in connection with your accounts in accordance with our Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges owed by you from any of your accounts, whether you are an owner or joint owner. We reserve the right to waive any charges in our sole discretion.

Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of The Family Credit Union Bylaw Provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero (other than a Checking Account) may automatically close that account. We are not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

Inactive Accounts. The Credit Union will consider your account inactive as defined by Iowa or Illinois Statute with no deposits or withdrawals on your account. This excludes dividends credited to your account by the Credit Union. Iowa or Illinois Law requires the Credit Union to turn these funds over to the State after a period of no activity as specified by statute. Before turning funds from inactive accounts over to the State of Iowa or Illinois, the Credit Union will send notices as required by applicable state law advising you of

your rights. See our Fee Schedule for dormant account fees.

Statement(s). If we send you a periodic statement for your Checking Account the statement(s) will include all activity on your account as required by law. You will receive a periodic statement for your Share Savings Account or other savings account(s), unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file. You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60-days from when the statement is first sent or made available to you. You further agree to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 calendar days of when we first send or make the statement available. As between you and us, if you fail to perform these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60 day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

Agreement. This Agreement shall be effective and shall govern all deposit accounts with us. By signing an application, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Amendment. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing.

Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806.**

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 deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing

address. Notice to any account owner is considered notice to all account owners.

Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

Severability. If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Telephone Requests. You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six (6) per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Facsimile Signatures. You agree (for joint accounts, all joint owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union provided they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any facsimile request or order.

Information About Your Accounts and About You. Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others. For additional information about how we share your information with third parties, please refer to the Credit Union's Privacy Notice.

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 pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process, including but not limited to responding to garnishments, attachments or levies on your account(s), may be charged against your account without notice, unless prohibited by law. Any legal process against

your account is subject to our priority lien and security interest.

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

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

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

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

Monitoring and Recording Telephone Calls and Consent to Receive Communications - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

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

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Iowa or Illinois, as applicable, except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State

District Court or State Circuit Court in the jurisdiction of the Credit Union's main office or branch offices.

Right to Repay Loans without Penalty. Unless any loan agreement otherwise specifies, you have a right to repay any loan at any time in advance or in-full without penalty.

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

Special Account Instructions. You may request that we facilitate certain business, 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 business, 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 other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

Termination of Account. We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share 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; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require written consent of all owners for any change or to terminate account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Termination of Membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of your membership does not relieve you from any legal obligation created while you were a member of this Credit Union. Account Agreement. Your application for Membership in the Credit Union as well as your use of any Credit Union Membership privileges constitutes acknowledgment and consent to the terms and conditions of your accounts as set forth in this Account Agreement and all other accompanying Disclosures provided to you.

Pledges. Subject to the Credit Union's priority lien in any deposits and unless we agree otherwise in writing, each owner of an account may pledge all or any part of the funds in it for any purpose to which we agree. The Credit Union's lien on any deposit and any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

Right to Bring Civil Action. Iowa and Illinois Statutes provide you with certain rights as a consumer and you have a right to bring a civil action against any person violating the consumer rights set forth by statute governing consumer privacy and unauthorized withdrawals. You may also be entitled under the law to damages, court costs and reasonable attorney fees.

Lien & Right of Offset/Enforcement. If you owe us money as a borrower, guarantor, endorser or otherwise, you acknowledge that we have a statutory

lien and consensual lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. The lien you grant us for money you owe us as a borrower in accordance with the Lien & Right of Offset/Enforcement provision herein survives your death and any Payable-On-Death (POD) beneficiary takes subject to that lien, meaning we may offset any amount you owe us upon your death from your depository accounts prior to disbursing the remaining amount, if any, to properly designated POD/Trust Account beneficiaries. This security interest is not applicable to obligations secured by your residence, or unless otherwise may be prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are non-assignable and nontransferable to third parties.

Denial Of Services. The Family Credit Union offers its services to only those members who have not caused the credit union a financial loss or otherwise abused the rights, privileges, benefits of credit union membership and/or have not been abusive verbally or physically to staff or in front of members. This Credit Union reserves the right for the denial of services if a member causes the credit union financial loss, abuses the rights, privileges, benefits of credit union membership and/or is abusive verbally or physically to staff or in front of members.

Inquiries. The Credit Union may make any inquiry it considers appropriate for the purpose of evaluating your account. This may include ordering a credit report. You authorize the Credit Union to perform a credit check or obtain a credit report at any time.

Statements – Your duty to report unauthorized signatures, alterations and forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

Errors relating to electronic fund transfers or substitute checks – For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers

disclosure and the sections on consumer liability and error resolution.

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

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

Right To Repayment Of Indebtedness. You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

Authorized Signer (Individual Accounts only). A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

Check Processing. We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items process in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

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

Statements. All ACH, ATM, Check Card, or Telephone transactions will be reported with your regular account activity on a statement mailed to your address on record. Please inform the Credit Union of any change to your mailing address.

If you have an active Checking Account, you will automatically receive a statement each month there is activity in your account. If there is no activity in your account, you will receive quarterly statements. If you would like a statement prior to the time one is normally furnished, you may request a printout of your account history. The charge for this special printout service is listed on our fee schedule.

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing.

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

USA PATRIOT ACT

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means To Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow The Family Credit Union to identify you. You will also be asked to furnish your drivers license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of The Family Credit Union.

DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION

The Family Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and VISA® Debit Card (Debit Cards) to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Online Banking system.

When a secret Personal Identification Number (“PIN”) is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make “electronic fund transfers.” Transfers can be made to, from or between one or more shares of the same account number in the Credit Union. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union and VISA® Network machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card or Debit Card. Electronic fund transfers can also be made through our Voice Response access service once you have been issued secret PINs for those purposes. This disclosure is furnished to you as a Member of The Family Credit Union. It meets the requirements of both the federal and Iowa statutes relating to “electronic fund transfers”. It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such “electronic fund transfers” are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such “electronic fund transfers” and the use of the Voice Response access service, your ATM/Debit Card and PINs, access by Code(s), or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, a Debit Card and PIN, a Voice Response access service PIN, Online Banking system access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, Debit Card, Voice Response or Online Banking system to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM or Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System, Bill Pay/Pop Money, for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to “electronic fund transfers”, and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as “over-the-counter” and other non-electronic transactions are concerned.

In this disclosure, “you” and “your” include the plural in cases where two or more persons have an interest in a single account affected by an “electronic fund transfers” service. “We” or “us” refer to The Family Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL “EFTS” AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM CARD OR OTHERWISE

1. Accounts Affected. Each of your accounts at the Credit Union can be subject to some kind of “electronic fund transfer” service, with the exception of IRA’s and Certificate accounts.

The affected accounts are sometimes referred to in this disclosure as “asset account(s),” “designated accounts” or simply as your “account(s)”.

You may notify us if you do not want your accounts to be subject to any particular type of “electronic transfer” service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our “electronic funds transfers” programs permit at that time.

2. Account Agreements. The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

3. Minimum Balance. You must always maintain any minimum balance requirements to be entitled to make, by use of ATM, Debit Card, Voice Response or Online Banking system, “electronic fund transfers” or e-Check(s) affecting your account(s). PINs for use with electronic access devices may not be issued to members whose loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

4. VISA® Debit Card “Electronic Fund Transfer” Services. At the present time, you can authorize the following types of “electronic fund transfers” to or from your asset account(s) at the Credit Union with your VISA® Debit/ATM Card:

- a. Withdraw cash from your share savings or share draft account(s), provided you have sufficient funds in your account for the requested transfer(s).
- b. Make deposits to your share or share draft account(s).
- c. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
- d. Pay for purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM Cards) or VISA® Debit Cards, provided you have sufficient funds in your account for the requested transfer(s).
- e. Obtain balances in your share and share draft account(s).
- f. You may not use your card to initiate any type of gambling activity.

VISA® Debit Card Transaction Restrictions:

- Maximum cash withdrawals of \$500.00 per day from an ATM if you have sufficient funds in your account;
- Maximum Point-of-Sale purchases of \$1,000.00 per day if you have sufficient funds in your account;
- Unrestricted transfers between your Credit Union accounts with available funds;

Section 13 restrictions below may also apply to your account.

Fees. See our separate fee schedule for all fees that may apply.

(Some of these services may not be available at all terminals.)

5. Point Of Sale Transactions. Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS participating terminal Networks. Your VISA® Debit/ATM Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a VISA® Debit Card as a means of payment. If you have a VISA® Debit Card, it may be used to purchase goods and services from VISA® merchants. These merchants are collectively referred to as “Participating Merchants” and will display a VISA® logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as “point of sale transactions” or “POS” transactions. A POS transaction will cause your share draft account to be debited for the amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your Debit Card or VISA® Debit Card.

6. (e-Check) Conversion Transactions. This is a transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee’s financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign. You may authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check to:

- a. Pay for purchases.
- b. Pay bills.

You acknowledge that with this service, the check number is removed from circulation and, neither you nor we may examine the check for its signature and you waive any requirement to examine the check for a signature for multiple signatures.

Fees. You may be charged separate fees from the merchant or third-party to whom you submit your authorization; You may also be charged by those third-parties for returned check fees on the same account. If you complete the transaction after being told orally or by a posted notice or by notice sent to you, you are considered to have authorized the electronic fund transfer and associated fees. Any of our applicable fees for use of this type of transfer disclosed in the separate The Family Credit Union fee schedule.

7. Online/Mobile Banking Transactions.

If we approve the Online Banking service for your account, you will be required to use our secure login. You must use your login information to access your account(s). At the present time, you may use the Online Banking service to:

- Transfer funds between your share savings and share draft accounts;
- Obtain balance information for your share and share draft accounts;
- Obtain information on your cleared share drafts and determine if a particular item has cleared;
- Obtain information on your deposits to your share savings and share draft;
- Make payments from share savings and share draft on loans with this Credit Union;
- Make bill payments to preauthorized creditors;
- For security reasons, there are limits on the number of transfers you can make using our online account service.

Online Banking/Mobile Transaction Restrictions:

- There are no limits on the number of inquiries or transfers requests per day, provided that you have sufficient funds in your account(s);
- If you have a text-only mobile phone, you may only view account information for Mobile Money. Only a Smart Phone will allow you to do mobile transactions.
- Transfer Limitations in Section 13 may apply.

Fees. We do not charge a fee for preauthorized payments from any type of account and we do not charge a fee for any deposits to any type of account. Any applicable fees for use of this account are disclosed on the The Family Credit Union fee schedule.

8. Voice Response (Audio Response).

If we approve the Voice Response system access service for your account, a separate PIN (personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your account(s). At the present time, you may use the Voice Response system access service at 800-463-1860 to:

- Transfer funds from your share draft to share draft account;
- Transfer funds from your share draft to share savings account;
- Transfer funds from your share savings to share draft account;
- Transfer funds from your share savings to share savings account;
- Transfer funds from your share draft to share savings account;
- Transfer funds from your EZ@access loan to your share draft account;
- Make loan payments from your share draft to loan accounts with us;
- Make loan payments from your share savings to loan accounts with us;
- Make loan payments from your share draft to loan accounts with us;
- Obtain balance information for your share draft accounts;
- Obtain balance information for your share savings accounts;
- Obtain information on the last deposits made to your share draft accounts;
- Obtain information on the last deposits made to your share savings accounts;
- Obtain information on the last withdrawals made to your share draft accounts;
- Obtain information on the last withdrawals made to your share savings accounts;

- For security reasons, there are limits on the number of transfers you can make.

Telephone (Audio Response) Transaction Restrictions:

- There are no limits on the number of inquiries or transfers request per day, provided that you have sufficient funds in your account(s);
- All check withdrawal requests will be made payable to you.
- Transfer Limitations in Section 13 may apply.

Your accounts can only be accessed under the Voice Response via a touch-tone telephone. The Voice Response system 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. There is no limit to the number of inquiries, transfers or withdrawal request you may make in any one day, subject to the availability of funds in your account(s) and the dollar limitations for transfers as set forth in this disclosure. No transfer or withdrawal may exceed the available funds in your account.

We reserve the right to refuse any transaction which would draw upon insufficient funds or lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

9. Bill Pay. We will process bill payment transfer requests submitted by you to pay only to those creditors the Credit Union has designated in the User Instructions for this service and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payments. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payments. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

Check Free Services:

Payment Center

- Edit, Review, and Pay Merchants from your List;
- Review Recent or Pending Payments;
- Request Bills Electronically;
- Set up Bill Reminders;
- Merchant Accounts.

Bill History

- View payments and bills for different date ranges

Transfer Money

- Person to Person;
- Institution to Institution (checking account to checking account at other institutions).

Available options vary based on the features that the merchant wanted and the information you've already set up for your bill.

Fees: A monthly service fee of \$5.00 will be charged when bill payment is not used during any given month.

You need to have a checking account and home banking set up to start paying your bills via a secure website. Payments are sent electronically or by a check, depending on your merchant.

Bill Pay Transaction Restrictions:

- There are no limits on the number of bill payments per day, provided that you have sufficient funds in your account(s);
- Transfer Limitations in Section 13 may apply.

10. Pop Money. Sending and receiving money is as easy as emailing and texting. Use your current TFCU Home Banking account and Pop Money to transfer funds. The money will transfer into the receiver's bank account online. And only for a nominal fee per transaction.

Use Pop Money to:

- Send money to your child at college;
- Send a gift to family and friends;
- Reimburse friends for that fun outing;
- Pay your babysitter or your lawn care service;

- Pay rent to your landlord or roommates.
- Transfer Money to Another Institution
- Transfer Money to your account at another financial institution;
- View Transfer History;
- Manage Schedules to see reminders & repeating transfers.

11. Excluded Transactions. We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.

12. Fees and Charges. Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

13. Limitations on "Electronic Fund Transfers". We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. During any periodic monthly cycle for all non-transaction accounts (i.e. savings accounts) you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure.

A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in this disclosure. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so. You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.

14. Documentation of Electronic Fund Transfers:

- Terminal transfers.** You can obtain a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- Small Dollar Terminal Transactions and Point-of-Sale Transactions.** You can receive a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not always receive a receipt if the amount of the transaction is \$15.00 or less. Your use of this ATM/Debit card is your acknowledgement of the terms set forth in this disclosure, including this small transaction documentation section.
- Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person

or company, the person or company making the deposit will tell you every time they send us the money and, you can call us at (563) 388-8328, or our call out automated Voice Response system at (800) 463-1860, or go to our Home Banking/Mobile Money to find out whether or not the deposit has been made.

d. **Periodic statements.** You will receive a monthly account statement for share draft accounts. You will receive a monthly account statement for share savings accounts, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

e. **Passbook account where the only possible electronic fund transfers are preauthorized credits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

Your right to documentation as set forth in subsections A and D of this section does not apply when the electronic funds transfer occurs outside of the United States.

15. Preauthorized EFTs

a. **Direct Deposit.** Upon instruction of (1) your employer, (2) the Treasury Department or (3) other financial institution, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.

b. **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and share draft account.

16. **Preauthorized Payments & Stop Payments.** Your rights to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

a. Call us at (563) 362-9531, or write us at **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806**, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.

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

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

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

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

18. **Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at: **Phone: (563) 388-8328 or Toll Free: (800) 437-0415** or write us at: **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for VISA® Debit

Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. 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.

You may also request copies of documentation used in our investigation by calling us on business days, Monday-Friday (Excluding Federal Holidays) at (563) 388-8328 or writing us at: **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806**.

19. **Our Liability for Failure to Make "Electronic Fund Transfers".** If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
- If the ATM, telephone, Internet or any other electronic access device was not working properly and you knew about the problem when you started the transaction.
- If the error was caused by a system of any participating ATM network.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
- If the automated teller machine where you made the transfer did not have sufficient cash.
- 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 circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.

20. **Business Days.** Our "business days" are as follows:

We are not open for business on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or other holidays observed by the credit union. Every day is a business day, except Saturdays, Sundays and federal holidays. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, from our website at: www.familycu.com

21. **Regulatory Agency.** If you believe that we may have violated the federal Electronic Funds Transfers Act or any Iowa Electronic Funds Transfer

Regulations, you may contact the following regulatory authority:

Iowa Division of Credit Unions
200 East Grand Ave., Suite 370
Des Moines, IA 50309
Phone: (515) 725-0505
<https://creditunions.iowa.gov/contact-form>

22. Amendments/Termination. We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will notify you either verbally or by providing written notice thereof as we deem to be reasonable under the circumstances. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. 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. You may also terminate this agreement at any time by providing written notice to The Family Credit Union, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, VISA® Debit Cards, PINs and Codes, which remain the property of the Credit Union.

23. The effective date of this disclosure (agreement) is October 1, 2019.

24. Location of Machines. The number and location of Automated Teller Machines is, of course, subject to change at any time.

25. Card Ownership. All ATM Cards, VISA® Debit Cards, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a Voice Response or Online Banking system, electronic fund transfer or e-Check(s) affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.

26. Secrecy of PIN. If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your ATM/Debit Card, your privileges may be revoked at our option. You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit anyone else to use your PIN or access your accounts through an electronic transfer service, or give your card to anyone else, or provide your access code to someone else, you are responsible for any transactions they initiate and authorize for any of your accounts.

27. 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.

28. Limitations of ATM Transactions. There is a maximum \$500.00 limit on ATM withdrawals you may make each day. There is a maximum \$1,000.00 card point-of-sale purchases you may make per day, if you have sufficient funds in your account, you may make at any ATM during its 24-hour operating cycle. To protect against possible losses, your card will not allow you to withdraw more than a combined withdrawal from your share, share draft and electronic withdrawal using an ATM card or using a VISA® Debit Card during such a 24-hour cycle, even if two ATM Cards or two VISA® Debit Cards have been issued for a single account. (For example, when a

husband and wife each have a card for their joint account.) If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance. You may request us to program our system so that no more than \$50.00 cash can be obtained by use of your ATM/Debit Card or VISA® Debit Card during a single day. Please contact us if you want this option.

29. Responsibility for Overdraft. If you obtain cash from an ATM which creates a shortage in your account or if you overdraw an account through use of the Voice Response service, Online Home-Banking access service, e-Check(s), or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence. If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.

30. Crediting of Deposits and Payments. Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

31. Joint Accounts. If any account accessed under this agreement is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any EFT transaction, including any overdraft and service charges, regardless which of the parties initiated, completed or received the benefit of the transfer. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from transfers, charges or overdrafts, whether caused by you or another with access to any account affected under this agreement. This liability is due immediately, and can be deducted by the Credit Union directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you individually initiated or authorized the item or transfer or otherwise benefited from the transfer and charge. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

32. Foreign Transaction Currency Conversion. If you effect a transaction with your VISA® Debit Card in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases. If there is no currency conversion but the transaction was completed in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA)

is 1% of the transaction; including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction as a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.

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

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

35. Governing Law. This Agreement and Disclosure is governed by the Bylaws of The Family Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Iowa.

36. Enforcement. You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.

37. Account Information Disclosure. We may disclose your account information to third parties to verify and complete the transfers you make as follows: (a) 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; (b) If your account is eligible for emergency cash and/or emergency card replacement services, and (c) you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s); (d) To comply with government agency or court orders; or (e) If you otherwise provide us with your written permission.

38. Right to Bring Civil Action. You have a right to bring a civil action against any person violating any provision of the laws governing consumer privacy and unauthorized withdrawals. If you prevail in such an action, you may be entitled to recover punitive damages, court costs and reasonable attorney fees.

39. Consumer Liability:

a. Consumer Liability. Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), VISA® Debit Cards and/or PIN(s) or your Voice Response access service PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Online Banking system has been accessed without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). You will have zero liability if you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), VISA® Debit Card or your PIN(s) and/or your Online Banking access PIN/Code, if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), and we can prove we could have stopped someone from using your card(s) and/or PIN without your permission if you had

told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

b. Contact in event of unauthorized transfer. If you believe your Automated Teller Machine Cards (ATM Card), VISA® Debit Card and/or PIN(s) have been lost or stolen, or your Voice Response access service PIN, or your Online Banking system access to your account has been compromised, call: (563) 362-9531 or after business hours and weekends, 800-472-3272. (lost/stolen) or write to: **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806 IMMEDIATELY !!!** 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.

c. Authorization. If you furnish another person with your ATM card and PIN, any operable Code or Voice Response access service PIN, access code to your Online Banking or your check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers any amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

40. VISA® Debit Card Network Disclosure - Non-VISA® Debit Transaction Processing. This VISA® Debit Card Network Disclosure is effective October 1, 2019 and provides notice to you that as a VISA® Debit Card holder, you may initiate a VISA® Debit Card transaction on a non-VISA® Network without a PIN anywhere the card is accepted without those transactions being protected by VISA® zero liability for unauthorized transactions and fraud. In addition, you may not receive any other benefits for using your VISA® Debit Card, such as any accumulation of VISA® Network points, or product warranties provided by using the VISA® Network for purchases, or any other authentic VISA® incentive when your transactions are processed by non-VISA® Networks. The provisions in your VISA® Cardholder agreement relating only to VISA® Transactions are inapplicable to non-VISA® transactions.

Your VISA® Debit Card with the VISA® Logo may be accepted and process transactions that are not processed through "VISA's Network".

"VISA's Network" provides protection to you that requires entry of a PIN number to access your funds/account as a Debit Account, while the following known network(s) utilized by some merchants through "non-VISA® Networks" do not provide zero liability to you as a card holder. Those "non-VISA® Network" transactions are not covered by the VISA® zero liability process for unauthorized transactions.

We are aware of the following networks that offer a "Non-VISA® Debit Transactions" PIN-less payment option: PULSE. These "Non-VISA® Debit Transactions" would not be conducted through VISA's Network and therefore, would not receive VISA® zero liability and fraud protection. There may be other Networks that process your transactions through non-VISA® Networks and allow certain bill payment products and certain merchants to initiate payment transactions through non-VISA® Networks without a personal identification number (PIN). All other transactions initiated by cardholders on non-VISA® Networks required cardholders to enter a PIN. VISA® represents that its VISA® zero liability policy virtually eliminates consumer liability in cases of card fraud for all VISA® card transactions processed through the VISA® Network, including online purchases. Merchants who use non-VISA® Networks will process your transaction(s), however, those transactions are not eligible for VISA® zero liability or fraud protection.

This new rule allows you as the cardholder to initiate a VISA® Debit Card

transaction on a non-VISA® network without a PIN anywhere the card is accepted. For example, you as a VISA® Debit Card holder go to a merchant's web site and select a VISA® payment option since the card has the same VISA® logo as is on the card. If that merchant does not use a VISA® Network, your transaction will be processed as a Non-VISA® Debit Transaction that does not provide zero liability to you. In order to insure the zero liability and fraud protection, you would need to verify that the merchant utilizes a VISA® Network and not one of the non-VISA networks identified above. Or, for example, you may charge a transaction with a non-VISA® Network participating merchant, in which case that transaction would not receive the VISA® zero liability and fraud protection.

This Disclosure is an amendment to any new or existing VISA® Agreement with this Credit Union and may be amended at any time. Usage of your card represents an acknowledgement of the receipt of this disclosure.

41. RIGHT OF OFFSET (Shares Lien): IF YOU REQUEST THAT WE ISSUE A PIN TO YOU, AND IF YOUR CARD OR YOUR PIN MAY BE USED TO ACCESS OPEN-END CREDIT PLAN AGREEMENT(S) WITH US BY WAY OF OVERDRAFT PROTECTION, FUTURE ADVANCES OR OTHERWISE, A SECURITY INTEREST IN YOUR ACCOUNT(S) WITH US ARE A CONDITION TO THE ISSUANCE OF THE CARD AND THE PIN. IN THAT EVENT, YOU GIVE US A SECURITY INTEREST IN ALL ACCOUNTS WITH US IN WHICH YOU HAVE AN INTEREST EITHER NOW OR IN THE FUTURE, INCLUDING ACCOUNTS ON WHICH YOU ARE A JOINT OWNER AND WHICH SECURE ALL ADVANCES MADE UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT WHETHER DIRECTLY OR INDIRECTLY, THROUGH THE USE OF YOUR CARD. YOU HEREBY AUTHORIZE US TO APPLY FUNDS IN YOUR ACCOUNT(S) TO PAY AMOUNTS UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT IF YOU ARE IN DEFAULT. YOU ARE NOT GIVING US AN INTEREST IN ANY ACCOUNT, INCLUDING ANY INDIVIDUAL RETIREMENT ACCOUNT, WHICH WOULD LOSE SPECIAL TAX TREATMENT IF GIVEN AS SECURITY AND APPLIED TO YOUR LOAN(S).

FUNDS AVAILABILITY POLICY DISCLOSURE

The following information describes Family Credit Union's policy of making funds deposited in a Share Account (also known as a "transaction account"). The Credit Union reserves the right to delay the availability of funds deposited into accounts that are not transactional accounts for periods longer than those described in this policy. This is what is called a Funds Availability Policy. Generally, transaction accounts are accounts, which would permit an unlimited number of payments by check or other order to third persons, and also an unlimited number of telephone and preauthorized transfers to third persons, or other accounts you may have with us.

Your Ability to Withdraw Funds. Our policy is to make funds available from your cash and check deposits available to you on the first business day after we receive the deposit.

Same-Day Availability. 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. The following deposits will also be available on the same day that we receive the deposit: (1) U.S. Treasury checks that are made payable to you; (2) Wire transfers; (3) Checks drawn on Family Credit Union.

Second-Day Availability for Certain Deposits Made in Person. Funds from the following deposits are availability on the second business day that we receive your deposit, if you made the deposit in person to one of our employees: (1) Cash; (2) State and local government checks that are payable to you; (3) Cashier's check, Certified checks and teller's checks that are payable to you; (3) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you. If you do not make these your deposit in person to one of our employees, for example, if you mail it, the funds from these deposits will be available on the second business day after we receive the deposit.

Determining Availability of Deposits. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a day we are not open or after we close, we will consider that the deposit was made on the next business day we are open. Our hours of operation and closing times are available from the credit union and posted in the credit union lobby.

Please be aware, however, that all deposits are subject to proof and verification and if you deposit a check, draft or other non-cash item, which is returned for non-payment for any reason, you authorize us to charge your account for the amount of those funds and we may charge your account without providing prior notice.

Case-by-case delays. There may be delayed availability of funds from some checks that are deposited into your accounts. Your deposits may be made available immediately by the Credit Union, however, in some cases, we will not make all of the funds that you deposit by check available to you on the next business day that we receive your deposit. Funds may not be available until the second business day after the date of your deposit. Nonetheless, if all of your deposit is not made available on the same business day of the deposit, the first \$200.00 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 let you know 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. During any delay, you may not withdraw the funds in cash and Family Credit Union will not use the funds to pay checks that you have written. The length of delay is counted in business days from the day of your deposit, including every day except Saturdays, Sundays and observed holidays. A deposit is considered received when it is accepted at one of our offices with all appropriate endorsements. A deposit accepted while our data processing system is not online will be considered received when the transaction is posted in the Family Credit Union records.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit and those funds may not be available until the second business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day after the deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

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

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

Deposits at Nonproprietary Automated Teller Machines. Funds from any deposits (cash or checks) made at an Automated Teller Machine (ATM) we do not own or operate will not be available until the fifth business day after the day of your deposit. If you make a deposit at an ATM after business

office hours or on a day that our offices are not open, we may consider the deposit made on the next business day we are open. All ATMs that we own or operate are identified as our machines.

Deposits in Non-transaction Accounts. Regulation CC does not apply to non-transaction or savings deposits; therefore, there is no maximum time frame within which the proceeds of savings deposits must be made available for withdrawal. Our general policy for check holds on non-transaction accounts is to follow the same guidelines used for transaction accounts, although we reserve the right to impose longer holds if deemed necessary. We will notify you if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available.

Holds on Other Funds (Check Cashing). 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 had you deposited it.

Holds on Other Funds (Other Account). 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 ability 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.

Check Endorsements. Federal law requires a proper endorsement on checks to be placed on the back left side of the check within a 1 & ½ inch area. If you fail to properly endorse a check, further delays in processing will be incurred or, the check may be rejected for deposit.

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 an electronic direct deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The amount of the deposit in excess of \$5,000 shall be available for withdrawal not later than the seven to eleven business days following the banking day on which funds are deposited. Further delays may apply to checks drawn on foreign entities.

Large deposits. The availability of funds provisions in this disclosure do not apply to the aggregate amount of deposits by one or more checks to the extent that the aggregate amount is in excess of \$5,000 on any one business day. For customers that have multiple accounts at the credit union, the credit union may apply this exception to the aggregate deposits to all accounts held by the member, even if the member is not the sole holder of the accounts and not all of the holders of the accounts are the same.

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 institutions upon which it is drawn.

Questions. In case you have any questions regarding our Funds Availability Policy, please contact us at: **Family Credit Union, 1530 West 53rd Street, Davenport, Iowa 52806. If you phone us, you MUST call us at (563) 388-8328.**

TRUTH-IN-SAVINGS DISCLOSURE

The Truth-in-Savings Act (TIS) is a section of the Federal Deposit Insurance Corporation Improvement Act of 1991. The National Credit Union Administration is charged with enforcing this Act, which applies to all credit unions.

The purpose of TIS is to promote and simplify comparisons among accounts at all financial institutions. TIS enables consumers to make informed choices/comparisons among competing claims of financial institutions by requiring disclosure of the interest rates payable on these accounts and the fees assessable against these accounts.

It is the intent of The Family Credit Union to maintain compliance with this federal law pertaining to disclosure of the terms and conditions of all savings programs. The following disclosure information illustrates the various savings alternatives available to members of The Family Credit Union.

The Rate Schedule sets forth certain conditions, rates, fees, and charges applicable to your accounts at The Family Credit Union as of **October 15, 2019**. The Rate Schedule is incorporated as part of this disclosure. If you have any questions regarding any of the accounts offered at The Family Credit Union, please call a member service representative.

REGULAR SHARE SAVINGS ACCOUNT

Dividend Rate Information:

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

Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

Dividend Period:

For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

Average Daily Balance Computation Method:

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

Minimum Balance Requirements for Regular Share Savings Account(s):

The minimum required to open this account is \$25.00, which is the par value of one share. A balance of \$25 must be maintained at all times to retain your credit union membership. You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed annual percentage yield.

Transaction Limitations:

During any month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations herein, your account will be subject to closure.

TIERED SAVINGS ACCOUNT

Tiered-Rate Account:

A tiered-rate account is an account that has two or more interest rates that are applicable to specified balance levels. Your dividend rate and annual percentage yield will depend on your maintaining a minimum average daily balance to earn the disclosed dividend rate for that period. This tiering method pays different stated dividend that corresponds to applicable deposit tiers, on the actual balance in each tier of the account.

The tier dividend rate could also be a blended rate that represents the combination of a previous rate and a new rate earned at other tier levels. See our rate sheet for details.

Dividend Rate Information:

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

Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

Dividend Period:

For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

Average Daily Balance Computation Method:

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

Minimum Balance Requirements for Tiered Savings Account(s):

The minimum required to open this account is \$25.00, which is the par value of one share. You must maintain a minimum average daily balance of \$1,500.00 to obtain the disclosed annual percentage yield.

Transaction Limitations:

During any month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations herein, your account will be subject to closure.

SHARE DRAFT ACCOUNT

Dividend Rate Information:

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

Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

Dividend Period:

For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

Average Daily Balance Computation Method:

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

Minimum Balance Requirements for Share Draft Account:

There is no minimum opening deposit required for this account. You must maintain a minimum average daily balance of \$2,500.00 to obtain the disclosed annual percentage yield.

Transaction Limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section of this Disclosure or in the Membership Account Terms and Conditions.

CHRISTMAS CLUB ACCOUNT

Dividend Rate Information:

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

Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

Dividend Period:

For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

Average Daily Balance Computation Method:

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

Minimum Balance Requirements for Christmas Club Account:

There is no minimum opening deposit required for this account. You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed annual percentage yield.

Transaction Limitations:

Your entire Christmas Club Account, less \$5.00, balance will be transferred into your basic share account on or after November 1st of each year and the account will remain open.

Fees:

An early withdrawal charge of \$3.00 will be assessed against this account for each draft paid, withdrawals made, or Debit Card transaction, including all Debit card transactions made for automatic transfers or payment from this account.

INDIVIDUAL RETIREMENT (IRA) SHARES ACCOUNT

Dividend Rate Information:

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

Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

Dividend Period:

For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

Average Daily Balance Computation Method:

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

period. The period we use is the monthly statement cycle.

Minimum Balance Requirements for Individual Retirement (IRA) Share Account:

There is no minimum opening deposit required for this account. You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed annual percentage yield.

Transaction Limitations:

During any month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations herein, your account will be subject to closure.

THRIFT SHARE ACCOUNT

Dividend Rate Information:

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

Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

Dividend Period:

For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

Average Daily Balance Computation Method:

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

Minimum Balance Requirements for Thrift Share Account:

There is no minimum opening deposit required for this account. You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed annual percentage yield.

Transaction Limitations:

During any month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations herein, your account will be subject to closure.

HEALTH SAVINGS ACCOUNT

Dividend Rate Information:

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

Compounding and Crediting:

Dividends will be compounded monthly and will be credited to your account monthly.

Dividend Period:

For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

Average Daily Balance Computation Method:

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

Minimum Balance Requirements for Health Savings Account(s):

There is no minimum deposit required to open this account and no minimum balance required to maintain this account.

Transaction Limitations:

During any month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations herein, your account will be subject to closure.

Tax Savings:

Consult your tax advisor as to the best way to use this account.

SHARE CERTIFICATE

CDs are available for a minimum deposit of \$500, with terms from six to sixty months. CDs are automatically renewable. The interest rate on date of renewal will be the rate published at that time, term will remain the same. Penalties apply for early withdrawal. Dividends are calculated and paid quarterly, and upon maturity.

COMMON FEATURES

All accounts offered by The Family Credit Union share several common features. These features are:

Membership:

You must complete purchase of a \$25.00 par value share in the credit union (par value of one share is \$25.00) and be a member in good standing. If the balance in your Share Account decreases below \$25.00, the Credit Union may, at its option, apply fees according to the separate Fee Schedule or close your account.

We reserve the right to suspend services to a member who is not in good standing, which include, but are not limited to, members who: (i) are delinquent on any loan with this Credit Union; (ii) have a Regular Share Savings balance of less than a \$25.00 minimum; (iii) have caused any financial loss to this Credit Union; (iv) have any unresolved Non-Sufficient Fund Checks outstanding, whether in regard to a deposit or otherwise; (v) have not paid the Credit Union any fees or costs owing to it; or (vi) have a negative balance in any account.

Fee for Overdrawing Accounts:

Fees for ATM and one-time debit card transaction, as well as fees for each check you write, Debit Card withdrawals, Debit Card point of purchases, preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction drawn on insufficient funds, or an item transaction, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the overdraft protection plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are disclosed in the Credit Union Fee Schedule for the member's opt-in choice for overdraft protection and the charges.

If you consent to the Credit Union's overdraft protection plan, this means you want the Credit Union to approve and pay your everyday debit card transactions, at our discretion, when you don't have enough money available (this includes available funds in your linked Overdraft Protection account, if enrolled). Fees may apply as per our separate Fee Schedule.

Nature of Dividends:

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

Accrual of Dividends on Noncash Deposits:

Dividends will begin to accrue on the business day you deposit noncash (e.g. checks) to your account.

Federal Deposit Insurance:

The National Credit Union Share Insurance Fund federally insures member accounts up to \$250,000.00.

Transaction Limitations:

We reserve the right to at any time require not less than seven days written notice, nor more than 60 days written notice before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Federal Reserve Regulation D.

Fees:

Please refer to our separate fee schedule for additional information fees that may apply to your account.

Sales Tax:

Iowa sales tax may be charged, if applicable.

THE FAMILY CREDIT UNION
1530 WEST 53RD STREET
DAVENPORT, IA 52806
PHONE (563) 388-8328

www.familycu.com

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

NCUA

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