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## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement (hereafter referred to as Agreement) covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business membership application or other account opening document (Membership Application) or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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

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

**1. CONTRACT** - Your account with the Credit Union is held individually in the name of the Account Owner. By signing a Membership Application or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Membership Application, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosures we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

**2. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify. Membership eligibility also includes Credit Union employees; spouses of persons who died while within the field of membership; persons retired as pensioners or annuitants from organizations within the Credit Union's common bond; and organizations of such persons. Credit Union members in good standing and whose status is currently within the Credit Union's common bond may sponsor family members for Credit Union membership. Eligible family members included certain persons related by blood, marriage, or adoption, as well as those individuals within the same household. By signing your application for membership, you acknowledge receipt, and agree to the terms and conditions in these Agreements and disclosures, including the terms and conditions which apply to your account.

### 3. ACCOUNT ACCESS

**a. Authorized Persons.** The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or, for a limited partnership, the general partner or those partners as otherwise established by the partnership agreement) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

**b. Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

**FACTS****WHAT DOES KEMBA FINANCIAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?****Why?**

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

**What?**

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

- Social Security number and checking account information
- overdraft history and credit history
- credit scores and payment history

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

**How?**

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

Reasons we can share your personal information	Does KEMBA Financial Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call toll-free 800.282.6420 or 614.235.2395 or go to [www.kemba.org](http://www.kemba.org)

**What we do**

<b>How does KEMBA Financial Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does KEMBA Financial Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or show your government-issued ID</li> <li>▪ apply for financing or give us your contact information</li> <li>▪ show us your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>KEMBA Financial Credit Union has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>KEMBA Financial Credit Union does not share with our nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include advertising/marketing agencies and life insurance companies.</i></li> </ul>

**Other important information**

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- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

**c. Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

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

**4. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them. You and only you may make deposits into your account using any method available from us, including in person, by mail, or electronic means. We have the right to refuse to accept any check or instrument for deposit at our sole discretion. If you deposit an item (e.g. cash, check or by electronic means), and it is returned unpaid, we will debit your Account for the amount of the item and may charge you a fee. If a return item is found to be counterfeit, not only will your account be debited and a fee assessed, but the item(s) may not be returned to you and instead forwarded to the appropriate law enforcement agency.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

**b. Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

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

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**g. Dishonored Items.** We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available balance to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state of Ohio.

**5. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established is commercially reasonable including but not limited to: multi-factor authentication for online payment order submissions, alerts and notifications regarding online payment order transactions, telephonically contacting any individual named in your application for membership for the purpose of confirming a wire transfer request. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement. If you fail to notify us of any discrepancy or error within the required time period, you agree that we are not liable to pay interest or reimburse you for any discrepancy or error in relations to a transfer request described in such statement or confirmation.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**6. ACCOUNT RATES AND FEES** - We pay dividends and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

**7. TRANSACTION LIMITATIONS** - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

**a. Withdrawal Restrictions.** We permit withdrawals if your account has a sufficient actual balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient actual funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient actual funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient actual funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us.

**b. Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

**8. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

## **9. OVERDRAFTS AND DISHONORED ITEMS**

**a. Understanding Your Account Balance.** Your share draft account has two kinds of balances: the actual balance (also known as the current balance) and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees.

**b. Overdraft Balance Calculation.** We authorize transactions for payment based on the available balance in your account. For the purpose of assessing overdraft fees we use your account's actual balance. Pending transactions that were preauthorized by you but have not yet posted will not be included to determine whether overdraft fees should be charged. If your actual balance is not sufficient to cover any such transaction and we pay it anyway, your account may be charged an overdraft fee for each transaction resulting in an overdraft of your account. Note that even if we do not cover and pay a transaction when you do not have sufficient funds in your account to cover such transaction, we may still charge you a non-sufficient funds fee for such attempted transaction. You may check your available balance online at [kemba.org](http://kemba.org), at an ATM, by visiting a credit union branch or by calling us at (800)282-6420.

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

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. We also may offer Courtesy Pay, a service which allows us to authorize payment for ATM and one-time debit card transactions. If you subsequently request to Opt Out of Courtesy Pay or have been removed from program eligibility by the Credit Union, it may result in transactions being returned unpaid to merchants or other third parties due to insufficient funds and also may result in fees being imposed by those third parties. In order to restore Courtesy Pay you will need to opt-in to the service via online at [Kemba.org](http://Kemba.org), by visiting a credit union branch or by calling us at (800)282-6420. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are listed in the Schedule of Fees and Charges.

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

**d. How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is

available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

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

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

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

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. It is important to keep in mind that we check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the actual balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an actual balance of less than \$0), we may charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized.

The following example illustrates how this works: You have Courtesy Pay and your account's actual balance is \$10. You make a purchase using your debit card (a one-time debit card transaction) in the amount of \$50. Because you have Courtesy Pay we may authorize your transaction. Your available balance will be reduced by the \$50 dollar authorization but may not be settled on your account until processed by the merchant. This would reduce your available balance to -\$40. Your actual balance remains \$10 until this transaction settles on your account. Meanwhile, a draft check withdrawal is presented for payment on your account in the amount of \$50. The transaction is immediately settled on



your account leaving you with a negative actual balance of -\$40. An overdraft fee of \$27 will further reduce your actual balance to -\$67. Subsequently your debit card purchase settles on your account further reducing your actual account balance to -\$117. The application of a \$27 fee to your account further reduced your account's actual balance from -\$117 to -\$144.

**e. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose based on presentment. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals. Except for Debit Card and ACH transactions, in processing items presented for payment on your account, we will pay such items each business day based solely on the amount of the item presented for payment (with the smallest item paid first, the next smallest item will be paid second, so forth and so on).

**f. Overdraft limits.** Financial institutions are required to operate in accordance with safety and soundness standards and are encouraged to ensure that their account holders have the ability to repay overdrawn balances before paying items that overdraw your account. Therefore, we use an automated system that performs a continual evaluation of all accounts to determine an overdraft limit based on algorithms, or a set of rules, that weigh numerous factors and account holder behaviors including but not limited to an account holder's usage patterns, age of account, deposit amounts, deposit regularity, previous overdraft activity, status of loan obligations or relationship with us to assess an account holder's ability to repay an overdrawn balance.

- a. Your overdraft limit may change as frequently as daily, between a range of \$10 and \$2,500 for business checking accounts.
- b. Your overdraft limit may be lower or higher than your previous overdraft limit.
- c. Your overdraft limit may be reduced to \$10.

We are not obligated to pay any items presented for payment if the account does not have sufficient funds, determined by using your actual balance. The automated system sets an overdraft limit based on analysis of your ability to repay, but we reserve the right to pay or return individual transactions in our discretion. In general, however, we strive to pay your items if they total less than the unused amount of your system-generated overdraft limit.

When our system sets an overdraft limit of \$10 for your account, that does not necessarily mean that your transaction will not be paid into overdraft, because we may pay or return items in our discretion. However, a \$10 limit does substantially increase the likelihood that we will not process an overdraft against insufficient funds. An overdraft limit of \$10 on a given day also does not mean that you have been removed from the Overdraft Coverage program, because as long as you are eligible for the overdraft program, the system will continue to evaluate your account each day and may increase the limit above \$10 on any day. Only if you have been removed from program eligibility will the limit not increase above \$10. As it would with any item that is not paid because of insufficient funds, a limit of \$10 or removal from program eligibility may result in transactions being returned unpaid to merchants or other third parties due to insufficient funds, and also may result in fees being imposed by those third parties. If you have been removed from program eligibility and are later determined to again be eligible for overdraft coverage, then you will be opted-in to the service.

Paying an item into overdraft is discretionary, and we do not guarantee that we will cover (pay) any item presented against insufficient funds. Furthermore, the occurrence of service charges assessed for items presented against the account does not obligate us to pay items in the future and does not obligate us to provide prior written notice of the decision to refuse payment.

If you wish to know your Overdraft Coverage limit, you may contact us by calling us at (800) 282-6420. Your Overdraft Coverage limit may change daily and may change between the time you make a transaction and the time it is presented for payment. It is important to remember that if we provide the amount of the limit to you, this limit does not equate to your amount of purchasing power. In other words, the limit does not reflect the amount of money you have available in your account and should not be relied on to ensure transactions will be paid. Aside from the discretionary nature of the program, factors such as your changing account balance, posting order of transactions or deposits, or an already-overdrawn balance may result in a transaction being declined or returned unpaid. You should keep careful track of your account balance and activity to avoid overdrafts.

Overdraft Coverage is not a loan. You are responsible for immediately repaying the amount of any overdraft balance and applicable fees. This means you must bring your account to a positive balance immediately after an overdraft without notice or demand from us. Subsequent deposits will be applied to clear the overdrawn balance.

If you would prefer that we not pay any items that exceed your actual balance, you may opt out of the overdraft coverage program by contacting us and telling us your preference. You may contact us by visiting a credit union branch or by calling us at (800) 282-6420.

Without this discretionary service or some other form of overdraft protection, such as an account transfer or line of credit (which is offered to qualified accounts), any items presented that would overdraw the account may be returned unpaid, with any applicable NSF fee charged to the account for each submission or resubmission of an item. This also may result in fees being imposed by merchants or other third parties.

**10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

**11. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

**12. FOREIGN CURRENCY** - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

### **13. STOP PAYMENT ORDERS**

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

**For accounts held at credit unions located in the state of New York:** Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

**c. Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**14. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right,

in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT** - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

**16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

**17. TRANSFER OF ACCOUNT** - All accounts are nonassignable and nontransferable to third parties except by us.

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

**19. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

## **20. NOTICES**

**a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

**b. Notice of Amendments.** We reserve the right, from time to time, to amend this Agreement or change the features and services with respect to your account(s), in our sole discretion. In instances where we are required by applicable law or regulation, we will send you written or electronic notice of the amendment or change to this Agreement as required by such law or regulation. If you do not agree to the changes, you may close your account in accordance with the terms of this Agreement. You will be deemed to have accepted any amendments or changes to this Agreement if you continue your use of any of your account(s) or services relating to any of your account(s) after the date on which the changes became effective. If not required by law or regulation to provide you with written notice of any amendment or change to this Agreement, we may provide you with notice by posting the amendment or change to the Agreement (or revised Agreement) on our website.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

## **22. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

**c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

**23. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. TERMINATION OF ACCOUNT** - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

**25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; when a loan becomes 60 or more days

delinquent; when your primary share account balance falls below the \$5.00 minimum; when you cause us a financial loss; or as otherwise permitted by law.

**26. DEATH OF ACCOUNT OWNER** - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

**27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**28. WAIVER OF RIGHTS** - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

**29. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

**30. INDEMNITY** - You agree to defend, indemnify and hold harmless us and our successors and assigns for any losses, costs, or expenses we incur arising out of or resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**31. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Ohio. As permitted by applicable law, you agree that any legal action (that is not subject to arbitration) regarding this Agreement shall be brought in the state or federal courts located in Franklin County, Ohio.

**32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS** - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**33. NEGATIVE INFORMATION NOTICE** - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**34. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**35. CONSENT TO CONTACT** - By signing or otherwise authenticating the Business Membership Application, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

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

**36. GENERAL INFORMATION** - You understand and agree that when applying for Credit Union membership and any other credit union services you must provide us with any information we may request such that we may determine any Credit Union risk or exposure to loss. Such information may include, but is not limited to: (i) products and services you may provide; (ii) ownership structure; (iii) cities and/or locales in which you frequent and/or operate; (iv) anticipated deposits sources; (v) intended withdrawal purposes; and (vi) any other information that we may reasonably determine to be necessary in determining your Credit Union account or Credit Union services activity.

**37. KEMBA ADVANTAGE** - If you meet the applicable criteria, the Credit Union will provide you with the KEMBA Advantage Rate for certain lending products, and a separate premium dividend rate for certain deposit products. The exact terms and conditions of these rates will be disclosed to you in a separate document at the time you establish such products. If you have qualified for and have received the KEMBA Advantage Rate or premium dividend rate and subsequently do not meet such criteria then, subject to such separate Fee Schedule section contained in these disclosure(s), We may eliminate the KEMBA Advantage Rate and/or premium rates.

**38. WAIVERS** - You understand and agree that our delay or failure to exercise any right, remedy, power, or privilege available to Us related to this agreement shall not affect our future exercise of that right remedy power or privilege.

**39. ARBITRATION AND WAIVER OF CLASS ACTION RELIEF** - The Credit Union and you each acknowledge, understand and agree that, to the fullest extent allowed under applicable laws or regulations, in the event of any controversy, dispute or claim arising out of or relating to: (i) your account(s); (ii) transactions involving your account(s); (iii) any services the Credit Union provides with respect to your account(s); (iv) these Agreements and Disclosures, or the breach thereof; (v) any other agreement, account, product, or service you have with the Credit Union, whether now or in the past; or (vi) any dispute, controversy, claim or cause of action related to any of the foregoing (except, in each case, for any credit subject to the Military Lending Act, or a consumer credit transaction secured by your dwelling, including a home equity line of credit secured by your principal dwelling), shall be resolved through arbitration, except to the extent that said controversy or claim is permitted to be resolved in a small claims action on an individual basis. Arbitrations shall apply to any and all such controversies, disputes or claims, whether in law, equity or otherwise, and whether they arose in the past, may currently exist or may arise in the future.

YOU HAVE THE RIGHT TO OPT-OUT OF THIS SECTION OF THE AGREEMENT REQUIRING ARBITRATION IF YOU SEND/SENT US WRITTEN NOTICE OF YOUR ELECTION TO OPT-OUT (WITH THE INFORMATION REQUIRED BELOW), WITHIN 45 DAYS OF THE OPENING OF YOUR ACCOUNT OR YOUR INITIAL RECEIPT OF ANY VERSION OF THESE AGREEMENTS AND DISCLOSURES THAT CONTAINED AN ARBITRATION AND WAIVER OF CLASS ACTION RELIEF PROVISION, WHICHEVER IS LATER, AT THE FOLLOWING ADDRESS: 555 Officenter Place, Gahanna, OH 43230.

OTHERWISE, THIS ARBITRATION SECTION OF THESE AGREEMENTS AND DISCLOSURES WILL APPLY WITHOUT LIMITATION, REGARDLESS OF WHETHER: (1) YOUR ACCOUNT(S) IS CLOSED; (2) YOU PAY US IN FULL ANY OUTSTANDING DEBT YOU OWE US; (3) YOU FILE FOR BANKRUPTCY; OR (4) YOU SUBSEQUENTLY RECEIVE ANOTHER COPY OF THESE AGREEMENTS AND DISCLOSURES FOLLOWING ANY AMENDMENT(S) THERETO. YOUR OPT-OUT NOTICE MUST INCLUDE YOUR NAME, ADDRESS, PHONE NUMBER, ACCOUNT NUMBER AND PERSONAL SIGNATURE. NO ONE ELSE MAY SIGN THE OPT-OUT NOTICE FOR YOU. YOUR OPT-OUT NOTICE ALSO MUST NOT BE SENT WITH ANY OTHER CORRESPONDENCE. REJECTION OF ARBITRATION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES. UNDER THESE AGREEMENTS AND DISCLOSURES OR OUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THESE AGREEMENTS AND DISCLOSURES, AND ALL OTHER TERMS AND CONDITIONS OF THESE AGREEMENTS AND DISCLOSURES SHALL REMAIN IN FULL FORCE AND EFFECT. IF YOU OPT-OUT OF ARBITRATION, NEITHER YOU NOR US WILL BE SUBJECT TO THE ARBITRATION PROVISIONS IN THESE AGREEMENTS AND DISCLOSURES.

Notwithstanding the foregoing, the parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (1) any suit to compel arbitration, stay proceeding pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; (2) any suit to seek temporary injunctive relief that will remain in place only until an arbitrator can determine whether the relief should be continued, modified or removed; or (3) any collection suit filed by us against you for your default under the terms of a loan or credit agreement (e.g. credit card account, line of credit, personal secured or unsecured loan) in favor of the Credit Union. The filing of any such suit shall not be deemed to have waived the right to claim and/or compel arbitration. In addition, either party

may assert claims, if they qualify, in small claims court in the State of Ohio on an individual basis.

When arbitration is used as a means to resolve any controversy or claim, such arbitration shall be administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the state in which our principal office is located, and arbitration shall take place in the area in which our principal office is located. Time is of the essence for any arbitration described above. Arbitration hearings shall take place within 90 days of the request for arbitration, and awards shall be rendered within 60 days of the conclusion of the arbitration proceedings. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. No matter which party initiates the arbitration, We will advance or reimburse filing fees for the arbitration, and each party will be responsible for its own attorneys', experts' and witness fees and related costs and expenses. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

EACH AND EVERY PARTY HEREUNDER HEREBY WAIVES ANY AND ALL RIGHT TO ASSERT ANY CLAIMS AS PART OF A CLASS ACTION AND ACKNOWLEDGE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. EACH AND EVERY PARTY HEREUNDER HEREBY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL FOR THE RESOLUTION OF ANY AND ALL DISPUTES.

## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at KEMBA Financial Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — 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 day of your deposit. However, the first \$225.00 of your deposit will be available on the first 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 next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 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 next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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

Proprietary ATMs – Funds from deposits (cash or checks or drafts) made at an ATM that we own or operate will be available by the second business day after the date of your deposit. However, the first \$225 of the deposit, as well as funds from checks drawn on the credit union (on-us checks) and deposited at an ATM located at one of our branch offices and funds from U.S. Treasury checks deposited to the account of the named payee, will be available on the first business day following the day we receive your deposit. All ATMs that we own or operate are identified as our machines.

Non-Proprietary ATMs – Funds from any deposits (cash or checks or drafts) made at an ATM that we do not own or operate will not be available until the fifth business day after the date of your deposit.

Select ATMs may not accept deposits.

**7. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.



# KEMBA Financial Credit Union

## Business Account Fee Information

THE FOLLOWING DISCLOSURE CONTAINS IMPORTANT INFORMATION, TOGETHER WITH THE TERMS AND CONDITIONS OF ANY FEE OR FEES THAT MAY APPLY TO YOU, YOUR ACCOUNTS, AND/OR OTHER CREDIT UNION SERVICES DESCRIBED HEREIN.

### ATM/Debit Cards

KEMBA Owned ATM Transactions	Free & Unlimited
Non-KEMBA Owned ATM Transactions (including balance inquiries)	
KEMBA Advantage* Member	8 free/month; \$2.00/each thereafter
Age ≤ 23	6 free/month; \$2.00/each thereafter
Otherwise	4 free/month; \$2.00/each thereafter
NOTICE: the above fees do not include, and are in addition to any fees or charges charged by the ATM operator and/or the network operator.	
PLUS ATM Network Transactions	\$2.00/each

### Checking Accounts

Business Value Checking	
KEMBA Advantage Member	Free
With an average daily balance in checking of only \$500.00	Free
Otherwise	\$10.00/month
Business Smart Checking	
With an average daily balance in checking of only \$5,000.00	Free
Otherwise	\$10.00/month
Transaction Fees	
Business Value Checking	Free up to 200/month
Each additional	\$0.25/transaction
Business Smart Checking	Free up to 500/month
Each additional	\$0.15/transaction
Checks	
KEMBA Advantage member	One free box/year**
Otherwise	Varies by design
Check Copy	
Printed through Online Banking	Free
Phone/Branch/Email request for printed copy	\$5.00/copy
ACH and Check Stop Payments (STOP PAYMENT DRAFT)	
KEMBA Advantage Member	Free
Member request through Online Banking (excludes ACH)	Free
Otherwise	\$25.00/item

### Wire Transfers

Incoming Domestic or International Wire Transfer	
KEMBA Advantage Member	\$7.50
Otherwise	\$15.00
Outgoing Domestic Wire Transfer (\$100.00 minimum)	
KEMBA Advantage Member	\$10.00
Otherwise	\$20.00
Outgoing International Wire Transfer (\$100.00 minimum)	
KEMBA Advantage Member	\$35.00
Otherwise	\$45.00

### Miscellaneous

Membership Fee†	
KEMBA Advantage Member	Free
With an average daily balance of only \$250.00 in combined total household deposits and loans, or an active loan, or an active checking account or age ≤ 23	Free
Otherwise	\$5.00/month
Money Market Minimum Balance Fee	
With an average daily balance of at least \$1,000.00 in Money Market	Free
Otherwise	\$10.00/month
Signature Guarantee Fee	
KEMBA Advantage member	Free
Otherwise	\$5.00
Account Research/Reconciliation	
KEMBA Advantage member	Free
Otherwise	\$5.00
Statement Copy (duplicate paper copy)	\$5.00/copy
Access eStatement via Online Banking	Free
Cashiers Check, Money Order, or Official Check	
KEMBA Advantage member	\$2.50
Otherwise	\$5.00
Legal Process (garnishments, levies, escheatment)	\$25.00/occurrence
Overdraft Transfer from one of Your Accounts to another Account (made by Us at Our option) in accordance with the Agreements and Disclosures to cover (pay the amount of any debit, transaction or item in full) an overdraft.	
Savings to Checking	Free
Credit Card to Checking	\$5.00 + interest, per each transfer
Line-of-Credit to Checking	\$5.00 + interest, per each transfer
Early Account Closure Fee	\$25.00
(For closing a personal or business account/relationship within the first 6 months of membership)	
Non-Member Check Cashing Fee	\$5.00/each
Non-Sufficient Funds (NSF), Overdraft (OVRDFT) & Courtesy Pay Items	\$27.00/each
(Maximum of 4 fees charged per day, per share account)	
Replacement Card Fee	\$8.00/each
Applies to Credit, Debit, ATM, and HSA cards when reported lost or damaged. Does not apply to replacement for card expiration. Advantage members receive one replacement at no charge.	

\*As a member with a KEMBA business relationship You can enjoy Advantage benefits for both Your personal and business accounts when You meet the following requirements: (1) Make monthly deposits of at least \$2,000.00 into Your business checking or personal checking account; (2) Have at least 15 qualifying checking transactions into Your business checking or personal checking, which include any of the following: cleared checks, Debit Card transactions, online bill payments, electronic loan payments made from Your KEMBA checking account, automatic deposits or withdrawals, and Virtual Deposits; (3) Receive eStatements. KEMBA reserves the right to change or cancel this program at any time. If You meet the qualifications during a given calendar month, You will enjoy KEMBA Advantage benefits the next month. When any member of Your household qualifies for the KEMBA Advantage program, Your entire household will receive benefit of that program. Fees accurate as of 4.22.2024.

\*\* Limited to standard Regal check design. †Fee waived for first twelve months of KEMBA Membership.

