

## Terms and Conditions of Your Account

This document covers your and our rights and responsibilities concerning your account(s) with us. By signing an account card, you agree, jointly and severally, to these terms and conditions, the Truth in Savings Rate & Fee Schedule, the Funds Availability Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, the Credit Union's Bylaws and Policies, and any amendments made to these documents. If you have any questions, please contact us.

This agreement is governed by applicable federal laws and regulations, the laws of the state of Maryland, local clearinghouse rules and the bylaws of the credit union as amended from time to time. The state and federal laws that govern our relationship with you is too large and complex to be printed in this document.

The purpose of this document is as follows:

1. To summarize the rules already in existence for the more common transactions;
2. To establish rules for transactions/issues that the law does not regulate and/or already regulates but allows variation by agreement; and
3. To provide you with our funds availability and our electronic funds transfer policy.

There are some variations to this standard agreement, however they must first be agreed to in writing on your signature card or in some other form.

In this document, the words "you" and "yours" mean the owner(s) of this account and/or anyone signing an Account Card or Account Change Card (Account Card) in a representative capacity (e.g. a "convenience person" or a grantee of a power of attorney) appointed by or on behalf of the owner(s). The word "party" means a person designated in the account agreement who possesses a present right to draw on funds in the account other than as a convenience person or beneficiary. The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more share accounts or other accounts with the Credit Union.

### MEMBERSHIP ELIGIBILITY

To join the credit union you must qualify under the credit union's field of membership, purchase and maintain at a minimum one share as required by the credit union's bylaws. You agree that we may at any time check your account, credit (to include third party credit reporting agencies) and employment history to verify that you are eligible for the account and services for which you are applying.

### IDENTITY VERIFICATION

You will be required to establish and confirm your identity as per Section 326 of the USA Patriot Act of 2001. 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. If we are unable to confirm your identity we may delay or refuse the opening of your account, and/or freeze funds on deposit until required verification is received.

### ACCOUNT OWNERSHIP/BENEFICIARY DESIGNATION

The following rules apply to this account unless otherwise specified in the account records. **Unless other instruction is given, upon the death of a party the funds in a multiple party ownership account will belong to the surviving party(s) as noted on the account card.** We reserve the right of refusal for some types of ownership on any or all of our accounts.

- » **Single Party Account** - is owned by one member to include an individual, corporation, partnership, trust or other organization. If the account owner dies, the account will be distributed, as subjected by applicable law, to the decedent's estate or Payable On Death (POD) beneficiary, subject to other provisions of this agreement.
- » **Multiple Party Account - With Rights of Survivorship** - is owned by two or more persons to include joint accounts, POD accounts and trust accounts. It is agreed by each of you that the balance of an account of a deceased owner will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. The rights of a joint owner will always supersede the rights of any designated payable on death beneficiaries.
- » **Multiple Party Account - Without Rights of Survivorship** - is owned by two or more persons to include joint accounts, POD accounts and trust accounts. However, no right of survivorship to any other person exists by opening the account. It is beneficial if the percentage of deposits to be made by each person is placed in writing at the time the account is opened. (This does not affect the number of signatures required for withdrawal purposes.) A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. The rights of a joint owner will always supersede the rights of any designated payable on death beneficiaries.
- » **Liability of Parties on an Account** - if an item is deposited in a joint account and is returned unpaid, if an account is overdrawn, or if final payment is not received on a transaction, the parties, jointly and severally, are liable to us for the amount of any returned items, overdraft, unpaid charges or amounts the account may incur.
- » **POD/Trust Account** - is an account that is designated as payable to the account owner(s) during their lifetimes, and upon the death of the last account owner, payable to the named and surviving POD or trust beneficiary as stated on the account card. If there is more than one surviving beneficiary, the account will be owned equally, without rights of survivorship. Separate beneficiary designation is necessary for Individual Retirement Accounts (IRA). The credit union will assume no responsibility for notification to a beneficiary of account existence or vesting, except as otherwise provided by law.

- » **Minor/In Control of Account** - is an account established by or for the benefit of a minor. The credit union requires any minor account to be a multiple party account with the joint owner being of majority age under state law. The joint owner assumes control of the account, thus being jointly and severally liable to the credit union in the case of any returned items, overdraft, or unpaid charges or amounts the account may incur. The guardian or parent shall have no account rights unless he/she is a joint owner. The credit union is not responsible for inquiring into the use or purpose of any transaction made by an account owner. When the minor reaches the age of majority, the status of the account will change to a multiple party account with rights of survivorship and will require a new signature card signed by all account owners. The account is a joint account and is subject to the credit union's statutory lien and any security interest or pledge which may arise from the interest of the joint owner.
- » **Uniform Transfers/Gifts to Minors Account (UTMA/UGMA)** - is an individual account created by one or two custodian[s] who hold funds deposited as an irrevocable gift to a minor. Minor shall be defined for this account in accordance with the Maryland Uniform Transfers to Minors Act. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian(s) has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. Each named custodian may act alone without the consent of the other custodian. We have no duty to inquire about the use or purpose of any transaction. If there are two named custodians and one of the custodians resigns, dies, becomes incapacitated, or is removed, the remaining custodian may serve as the sole custodian without the appointment of a successor joint custodian. If all named custodians die, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal or authorizing the appointment of a successor custodian.
- » **Representative Payee** - A representative payee is an individual designated by the Social Security Administration to receive funds and transact business on behalf of a disabled or otherwise incapacitated member. A representative payee has no ownership interest in the account(s) or Credit Union voting rights. We may rely upon the instructions given to us by the representative payee concerning the account and the owner and the representative payee are jointly and severally liable for all transactions on the account. We have no duty to inquire about the use or purpose of any transaction made by the representative payee.
- » **Convenience Account/Power of Attorney Designation** - is an instruction to the credit union authorizing a named person (agent) to have access to a specified account. A convenience person may be assigned by having the designated individual sign the account card as the "convenience person" or you may assign authorization via a separate form (power of attorney). An agent/convenience person has no ownership interest in the account and is not authorized to vote on credit union issues. The credit union is not responsible for inquiring into the use or purpose of any transaction made by the agent. The credit union may refuse to accept any power of attorney/agent or agency account and may restrict account withdrawals or transfers.

An account owner must furnish a correct Taxpayer Identification Number (TIN) or meet other requirements. Failure to do so may result in backup withholding. If your account is subject to backup withholding, we are required to withhold and pay the Internal Revenue Service (IRS) a percentage of the dividends, interest, and certain other payments made to your account. If you do not provide your TIN, we may delay or refuse the opening of your account until a TIN is provided.

## ACCOUNT RATES AND FEES

We pay account earnings and assess fees to your account as set forth in the Rate & Fee Schedules. We reserve the right to change the Rate & Fee Schedules at any time and will notify you as required by applicable law.

## DEPOSITS

Funds, other than cash, accepted for deposit (to include "ACH" and "on-us" items) are provisional and subject to our receipt of final payment. You agree not to deposit checks, drafts or other items before the date payable. We reserve the right to refuse to accept checks for deposit to your account or to require that you deposit the check to your savings account. If funds are payable in foreign currency the actual credit for deposit will be in U.S. dollars at the exchange rate in effect on the date of final collection. We reserve the right to charge your account for the amount of the deposited item(s)-regardless of whether or not the funds have been available for your use, any fees incurred by us to collect such item(s) and to debit a deposited item return fee from your account. The credit union reserves the right to refuse, return, or send for collection all or any deposited or funds transfer item(s). When depositing or sending an item for collection the credit union will only act as an agent and assumes no responsibility beyond ordinary handling of the item(s). The credit union will not be liable for any correspondent negligence or for loss of an item(s) in transit. Deposited items drawn on an institution located outside the United States are accepted on a collection only basis. Funds will be credited to your account when final payment of the item is received. We shall not be responsible for transactions made by mail or at an unstaffed facility until we actually receive them. Deposits made after our "daily cut-off times" on a business day we are open, or credit union holidays and on days that are not business days of the credit union will be credited to your account on the next following business day that we are open. By law, we cannot guarantee the payment of dividends or that dividends we do pay will be at the contracted rate, as dividend payment is based on monies actually received and available for distribution at the end of the dividend period. You waive any right to receive any original item after it is paid. To authorize a preauthorized deposit or transfer you must fill out a separate form. To cancel a direct deposit or transfer you must notify us at least thirty (30) days prior to canceling or changing your option. In the event of a bankruptcy filing, we will in accordance with prior instruction, continue to make direct deposits. If we are required to reimburse the direct deposit plan (to include the Federal Government) that was directly deposited into your account, we reserve the right to deduct the amount to be returned from any of your accounts, unless prohibited by law. We may also use any other legal action necessary to recover the amount of our liability. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts made payable to, or to the order of, one or more account owners, even if item(s) are not endorsed by all payees. You authorize us, at our discretion, to supply missing endorsements of any owners. If an item is payable to two or more persons and is vague as to whether it is payable to either or both, we reserve the right to process the item as though it is payable to either person. We reserve the right to require endorsement as set forth on the back of an item. Endorsements must be made on the back of the item within 1 1/2 inches from the top edge, however, we may accept items endorsed out of this space. You may be held liable for any expense incurred from a delay or processing error as a result of an endorsement error or any other marking made by you or any prior endorser.

## WITHDRAWALS/TRANSFERS

Anyone signing in the space designated for signatures on the account card, including an agent/convenience person, is authorized to access your account. We reserve the right to refuse and will not be held liable for any item or instruction on which we believe the signature to be invalid. You may withdraw or transfer funds from your account using any manner approved by us. We may return as unpaid any draft presented on a form not provided by us. You are liable for any charges we incur in handling such a draft. We are not required to regard any information, to include any restrictive legend, on a draft or check, other than the signature of the drawer, the amount and the magnetic encoding. We allow withdrawals/transfers only if your account has sufficient available funds to cover the full amount of the withdrawal/transfer, and we may, unless prohibited by law or our written policy, refuse any withdrawal/transfer against uncollected funds. The fact that we may upon occasion honor withdrawal/transfer requests which overdraw the finally collected balance does not, unless otherwise required by law, obligate us to do so. If there are available funds to cover some, but not all, of your withdrawal/transfer, we may allow those withdrawals/transfers (in any order) for which there are sufficient funds available. We reserve the right to refuse payment of any check or draft drawn on your account which is presented more than six (6) months past its date. We reserve the right to refuse or reverse any withdrawal/transfer and will advise you accordingly. If a withdrawal/transfer is for an amount less than any minimum withdrawal/transfer requirement or if the withdrawal/transfer will exceed any frequency limitation it may result in a fee against, suspension of or the closing of the account. We will use the date a withdrawal/transfer request is completed by us (not the date you initiated it) to apply frequency limitations. Transfers from share savings are restricted to six (6) preauthorized, automatic, telephone, online banking or audio response transfers made to another account of yours or to a third party during any calendar month. See your Share/Share Draft Rate & Fee Schedule for applicable account limitations and/or penalties. We reserve the right to require written notice of seven (7) days to sixty (60) days prior to withdrawal from your account(s). Withdrawals from a Certificate Account prior to maturity may be restricted and may be subject to penalty. See your early withdrawal penalty notification in the Certificate Rate & Fee Schedule for Certificate Accounts. You may, through ACH or wire transfer, initiate or receive credits or debits to your account. If you receive funds by ACH or wire transfer, you agree that we are not required to notify you at the time those funds are received. However, the transfer will show on your monthly statement. A provisional credit may be given to your account before we receive final settlement. If we do not receive final settlement we may reverse the credit or you will refund us the amount credited. When a wire transfer is initiated, you will need to identify the financial institution and beneficiary by name and identifying number. The Credit Union (and other institutions) may depend on the account or other identifying number for the proper identification.

## OVERDRAFTS

If there are not sufficient available funds in your share draft account to cover drafts, fees or other items posted to your account, those amounts will be handled according to our overdraft procedures. When funds in your account are subject to a hold, dispute, or legal process, these funds are not available to cover your checks and other items. Holds include but are not limited to deposit holds and authorization holds we place on the account for ATM or debit card transactions. We may determine an insufficient available balance at any time with only one review of the account required. We do not have to notify you of an insufficient account balance needed to cover drafts, fees or other posted items. Your account may be charged, as set forth in the Share/Share Draft Rate & Fee Schedule, whether an item is paid or returned. By covering one item or overdraft we are not obligated to do so in the future, except as otherwise agreed in writing. If a draft is paid, a fee is imposed or any transaction is made that causes your account to be overdrawn, you agree to pay the overdrawn amount immediately. We reserve the right to attempt to collect a previously dishonored item at any time. If an overdraft protection plan exists for your account, we will honor items drawn on insufficient available funds from the account listed under this agreement or a loan account as directed by you, or as required by the credit union overdraft policy. We may assess a fee for such transfers as set forth in the Rate & Fee Schedule. All account transfers are governed by this agreement except those governed by loan account agreements.

## STOP PAYMENTS

For a stop payment order to be honored it must be received in time for the credit union to act on it. We will not be liable to you or to any other party for payment of the item. It also must be dated, signed, describe the account and draft number, to include the exact amount. We will not be responsible for incorrect or insufficient information. We will not be responsible for the failure to place a stop payment order. A stop payment order may be placed by any person having the right to withdraw from the account. A release of a stop payment order may be made only by the person initiating the original stop payment order. A stop payment order remains in effect for six (6) months and can be renewed. We are not required to notify you of the expiration of a stop payment order. Fees for stop payment orders are listed on the Share/Share Draft Rate & Fee Schedule. Although payment on any certified check, cashier's check, teller's check, any other check, draft, or payment guaranteed by us may be stopped, you may remain liable to the item holder, to include the credit union. The credit union will not be accountable for any 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 if the stop payment of an item fails for any reason.

## LIABILITY

If we have not properly completed a transaction in accordance with this Agreement and/or our Rate & Fee Schedules, we will be liable for any loss or damages not to exceed the amount of the transaction, except where otherwise provided by law. You may not hold the credit union liable for the following: (1) If there are insufficient available funds in your account at the time of the transaction; (2) If extenuating circumstances out of our control do not allow the transaction; (3) If another financial institution's negligence is responsible for your loss; or (4) If the funds in your account are subject to legal process or any other claim. Except in the case of wrongful dishonor by us, we will not be liable for damages caused by such events. As an account holder you agree to be jointly or severally liable for any account deficit, whether caused by us or another person authorized to withdraw from this account. We may charge your account for any expenses, costs or attorney fees incurred by us, unless otherwise prohibited by law. We may, when making payments of deposited funds, rely solely on the form of the account and the terms of this Agreement. Conflict of any kind will be resolved by reference to this Agreement. We reserve the right to suspend your membership rights if you violate the terms of this agreement.

## PLEDGES

Each owner of this account may pledge all or any part of the account balance for any purpose to which we agree regardless of their source. We may apply funds on deposit, in any order, to satisfy any debt you may have with the credit union or to satisfy the debt of a joint account holder, regardless of whether you are jointly and severally liable on the debt of the joint account holder. If we do not enforce a lien, we reserve the right to do so at a later time. We also reserve the right to use the funds from your account to pay any debt or amount owed whether now or in the future to the credit union, except for obligations secured by your residence, unless otherwise restricted by applicable law. We reserve the right to pay out or refuse to pay out of funds in accordance with the terms of any legal action brought against your account until the disagreement is resolved. We may charge your account for any expenses, costs or attorney fees incurred by us, unless otherwise prohibited by law. Any legal process against your account may result in a credit union lien and security interest. This account is nonassignable and unassignable to third parties.

## STATEMENTS

You will receive a statement of transactions and activity on your account, as required by applicable law, if we provide one. If we provide a statement, you agree only one statement is necessary for a multiple party account. For share draft/checking account, you agree that your original draft, after payment, becomes the property of the credit union and may not be returnable to you. Copies of the draft may be retained either by us or a payable through financial institution, available upon request. You agree that statements, drafts or copies thereof are made available to you, and a fee may be charged as set forth in the Rate & Fee Schedule unless prohibited by applicable law, on the date the statement is mailed to you, even if the drafts are not returned to you in the statement. You are responsible for the examination of each statement and for notifying us of any irregularities. If you do not notify us of an unauthorized signature, altered, unsigned or forged item drawn on your account within thirty-three (33) days of the mailing date of your statement we will not be responsible for those items; or if any items are forged or altered in such a way that is not detectable by a reasonable person, to include the unauthorized use of a facsimile signature machine. You agree that the credit union will not be liable except as listed above under LIABILITY. You agree that the credit union's safekeeping of drafts does not change your responsibility to examine your statements or the time limit for notifying the credit union regarding errors. The statement will be assumed correct for all purposes and we will not be liable in any case unless you notify us in writing within the above time limit. If you do not receive a statement you agree to notify us within fourteen (14) days of the time your statement is normally received.

## CREDIT UNION LIEN AND SECURITY INTEREST

By applying for membership at the Credit Union you grant the Credit Union a consensual security interest in all of your funds at any time on deposit with the Credit Union to secure all amounts that you may now or in the future owe to the Credit Union. If you owe us money as a borrower, guarantor, endorser, account holder or otherwise, we may use the funds on deposit in any of the accounts in which you have an ownership interest to pay all or any portion of any debt or other amount which you owe to us. The Credit Union may set-off any debt owed to us, upon default of payment or other default, by any funds on deposit without notice to or consent of the member. This right of offset will not apply to loan obligations secured by your residence, or where prohibited by law. We may apply the funds on deposit to your obligations in any order deemed appropriate by us, without further notice to you. If we choose not to enforce our security interest in your funds on deposit on a particular occasion, we do not waive our right to enforce the security interest later. All accounts are nonassignable and nontransferable to third parties.

## INACTIVE ACCOUNTS

Any account not having transactions over a period may be classified as inactive or dormant and a fee may be charged as set forth in the Rate & Fee Schedule unless prohibited by applicable law. Notice will be sent to the member at the last known address. You authorize the transfer of funds from one account to another to cover any service fees as applicable. You understand and agree that we may transfer the account funds to an account payable and to suspend any further account statements. Under Maryland law, all funds remaining in an interest bearing or share account become the property of this state after having no activity for three (3) years and notice is sent to the member or depositor at that member or depositor's last known address. An account is considered to be inactive if the member or depositor has not increased or decreased the amount in the account.

## DEATH OF AN ACCOUNT OWNER

In the event of the death of a member, title to the funds in any deposit account shall automatically pass to any joint account owner(s), subject to the Credit Union's right of offset. In the event that there are no joint account owners, then the funds on deposit (after any required offset) shall be disbursed to the last designated POD (Payable On Death) payee(s). If there is more than one POD payee, the funds shall be disbursed to the named POD payees in the designated ratio. In the event that there are no joint account owners and no designated POD payee(s), the funds may only be disbursed in accordance with the policies and procedures of the Credit Union consistent with applicable probate laws of the jurisdiction in which the decedent was a resident, or, if the application of such probate law would not, in our opinion afford the Credit Union sufficient protection in a given case, then we may elect to require compliance with any more protective provision under the probate laws then in effect in Maryland. The Credit Union shall have the right to retain any funds on deposit in a deceased member's account(s) until such time as satisfactory arrangements have been made for payment of any obligations of the deceased member, and until the Credit Union has been provided documentation satisfactory to the Credit Union supporting disbursement of the funds. Upon the death of a member, we likewise and in addition to any other rights of set-off or to retain funds, have the right to set-off any debt owed to us by the deceased member for any existing default and we have the right to retain any funds on deposit in the account of the deceased member as security and collateral to ensure the payment of any debts or obligations the member has to us at the time of the deceased member's death. In addition to other accounts, these rights of offset and to retain funds specifically apply to accounts that were jointly owned by the deceased member and any other member or members, and the Credit Union shall have the right to retain all of the funds on deposit in such a joint account upon the death of any member in an amount equal to or less than all of the obligations of the deceased member, except as otherwise prohibited by law. Likewise, for any payable on death accounts, the Credit Union shall have the right to retain all funds on deposit in such an account in an amount equal to or less than all obligations of the deceased member, except as prohibited by law, prior to paying any funds to any beneficiary on a payable on death account. The Credit Union may require that anyone claiming a deceased owner's account funds indemnify us from

any losses resulting from honoring that claim. This Agreement will be binding upon any heirs, beneficiaries, legatees, or legal representatives of any account owner. Upon the death of an account owner we may pay drafts, payments or transfer requests authorized by a member unless instructions to act otherwise are received from any person claiming an interest in the account.

## SPECIAL ACCOUNT INSTRUCTIONS/INFORMATION

Upon request, we will facilitate certain trust, will or court ordered account arrangements. However, we cannot provide you with legal counsel of any kind. We may refuse to grant a request or we may require you to indemnify us, post a bond or other protection. An account change form may be necessary to make effective any account changes requested by you to include adding or closing an account or service. Upon request, we will supply you with the name and address of any agency from which we acquire a credit report regarding your account. We will disclose account information to third parties as permitted or required by law.

## POWER OF ATTORNEY

We are not required to recognize any power-of-attorney to act on an account, even if we have previously accepted the power-of-attorney for other transactions. If we accept a power-of-attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct on a case-by-case basis and may require the attorney-in-fact to present the original power-of-attorney before conducting any transaction. A person acting under a power-of-attorney is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no right of survivorship in the account.

## LEGAL PROCESS

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest. Additionally, you agree that the Credit Union may assess your account a fee as specified in the Share Rate and Fee Schedule to compensate the Credit Union for the cost of processing the garnishment or levy.

## AMENDMENTS AND TERMINATION

Except when prohibited by applicable law, we may alter the terms of this agreement or our by-laws. You will be notified of any changes in terms, rates, or fees as required by law. We reserve the right to waive any part of this agreement without affecting our right to future enforcement. You are responsible for notifying us of any changes to your address or name. We are required only to attempt communication with you at the most recent address provided to us by you. We may accept oral notice of a change to your address, however, we may require other notice from you to us. Any written notice given to us by you is effective upon us receiving it. Any written notice given to you by us is effective when it is mailed to you at your statement mailing address using the U.S. Mail. Notice given to any account owner however is considered given to all account owners. We reserve the right to terminate your account at any time without notice to you or we may require you to close your account and open a new account if there is a change in account ownership or signers, if a forgery or fraud is reported or committed against your account, if there is doubt as to the ownership of an account or funds in an account, if any share drafts are lost or stolen, if there is no overdraft protection plan in place and there are numerous returned unpaid items on an account, if misrepresentation or any other form of abuse of an account has occurred or to prevent a loss to the credit union. We may require the consent of all owners when terminating a multiple party account. We are not responsible for the payment of any item after your account is terminated, however you agree to reimburse us for any paid item, loss, cost or expense after such termination. You may be denied service or membership for any reason allowed by applicable law, to include causing a loss to the credit union. You may terminate your credit union membership by giving us written notice.

## JURISDICTION AND AGREEMENT ENFORCEMENT

You agree to submit yourself to the jurisdiction of any court located in St. Mary's County, Maryland, in the event any legal action is brought by us or you. You agree to pay to us any loss, cost or expense incurred by us as a result of your failure to abide by this agreement. You agree that any such loss, costs or expenses may be deducted from your account without prior notification to you. You agree to pay any attorney's fees and costs, as applicable by law, to include fees for an appeal, bankruptcy proceeding or any costs related to collection. If any portion of this agreement is found to be invalid or unenforceable in a court of law, the remaining portion of the agreement will continue to be fully enforced.

## UNLAWFUL USE

Members are prohibited from engaging in unlawful Internet gambling or any other illegal activity. 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.

Reviewed & Updated July 16, 2018

## Electronic Funds Transfer

### Your Rights and Responsibilities

The Electronic Funds Transfers (EFT) Cedar Point Federal Credit Union is capable of handling are as follows, some of which may not apply to your account. Please ensure you read and understand your rights and obligations for these transactions as explained in this disclosure. Retain this copy for future reference.

**Direct Deposit.** You may authorize for certain direct deposits to be accepted into your share savings or share draft account(s).

**Preauthorized Withdrawals.** You may authorize to pay certain items or recurring items from your share savings or share draft account(s).

**Electronic Check Conversion.** Your check may be used as a source document for an electronic transaction

### Digital Banking and Teller24

**Account access to Digital Banking.** You may access your account information 24 hours a day on your computer, mobile phone or tablet via our Digital Banking platform. Digital Banking requires a username and password for access.

**Account access through Teller24.** You may access your account information 24 hours a day by touch tone phone via Teller24 at (301)863-0057 or (800) 444-6119. Teller24 requires an account number and personal identification number (PIN) for access.

Both services allow you to:

- » transfer funds within the same share account number. There may be limitations on these transfers. See the Rate and Fee Schedule for more information about limitations.
- » withdraw funds from an account(s) to be mailed to the address currently on file at the credit union.
- » make loan payments within the same share account number
- » make a stop payment on a check or a range of checks. A fee may be charged for this service. See the Rate and Fee Schedule for more information.
- » obtain the following information:
  - the balance on your account(s)
  - share draft(s) cleared on an account(s)
  - tax information on an account(s)
  - year to date dividend paid on your account(s)
  - loan balance on your account(s)
  - loan summary information on your account(s)
- » change your PIN or password

In addition to these services, Digital Banking allows you to:

- » transfer funds\*:
  - to other accounts at Cedar Point
  - to or from an account at another financial institution
  - between unrelated accounts by setting up and saving unlinked accounts
  - by setting up recurring transfers within your account or to a saved unlinked account

\* There may be limitations on these transfers. See the Rate and Fee Schedule for more information about limitations.
- » apply for a loan online
- » view your credit score with a soft pull on credit
- » utilize budgeting tools to categorize your expenses
- » Make remote deposits to your account by scanning and delivering images electronically
  - Deposits may be made up to a limit of \$3000.00
  - Deposits made before 3:00 pm will generally be available in 2 business days.
  - Deposits made after 3:00 pm will generally be available in 3 business days.
  - See Mobile Deposit User Agreement for more information on limitations.

- » access Online Bill Pay
  - initiate payments from your share draft account to designated merchants
  - for information on merchant limitation refer to the Online Bill Pay agreement
  - make transfers to an account at another financial institution
  - make transfers to another person by text message or email
  - see Rate and Fee Schedule for overdraft information and limitations
- » place a travel notice on credit and debit cards when you are traveling outside the area
- » report lost or stolen debit cards
- » view your monthly statements in electronic form and choose to turn off mailed paper statements.
- » view and print drafts cleared on your account - see website for limitations
- » reset your password online
- » access your Mastercard account through Mastercard Online
- » view six months history of transactions on your account(s)
- » view six months loan payment history on your account(s)

Teller24 allows you to obtain the last five transactions on your account(s).

## VISA Debit Card

You must sign and activate the card to use it. Follow the instructions that come with the card for activation. Once you have signed and activated the card, you may access your account to:

- » Purchase goods and services any place VISA Debit Cards are accepted. Funds to cover your Visa Debit Card transactions will be deducted from your share draft account.
  - The Visa Debit Card may only be used for legal purposes.
  - If there are not sufficient available funds in your share draft account to pay for the transaction amount, and there is not an overdraft protection plan that transfers the necessary funds from a loan account or another account, we may not pay the amount and may terminate all services under this agreement.
  - Every Visa Debit Card is linked to a sophisticated computer-based security network. As a deterrent to credit card/debit card fraud we will be participating in the eNFACT Fraud Protection program.
  - To make an online purchase you may be required to provide a password for authentication. Passwords are created by you when signing up for Verified by Visa at [www.visa.com/verified](http://www.visa.com/verified).

## ATM/Debit Card Transfers, Types of Transfers and Dollar Limitations

You may access your account(s) through an automated teller machine with our ATM card or debit card and PIN, to:

- » Make deposits to a share savings and/or share draft account(s)
  - Deposits may be made up to a limit of \$2500.00
  - Deposits made before 3:00 pm will be available in two business days.
  - Deposits made after 3:00 pm will be available in three business days.
  - Longer delays may apply. Please reference the funds availability disclosure for funds availability
- » Obtain cash withdrawals from share savings and/or share draft account(s)
  - Withdrawals may be limited to no more than \$200.00 for regular ATM card and \$500.00 for debit card within a 24- hour period, assuming funds in your account(s) are available.
  - Transfer funds within the same share account number
- » To obtain the account balance on your account(s)

**Some of the above listed services may not be available at all terminals.**

## ATM/Point of Sale (POS) Transactions

You may access your share draft account(s) to purchase merchandise (in person), pay for services (in person) and obtain cash from a merchant, if allowable by the merchant or from a participating financial institution. You may not exceed \$300.00 in POS transactions within a 24- hour period.

## Visa Debit Card Daily Transactions

With your Visa Debit Card you may generally make purchases of up to \$2000.00 in goods or services within a 24 hour period from one or a combination of designated accounts provided that funds are available. You may access your share draft account(s) to obtain cash from a merchant (in person), if allowable by the merchant or from a participating financial institution. You may not exceed \$500.00 in these transactions within a 24 hour period.

These limitations are imposed as a safeguard to minimize losses, but we are not obligated to maintain or enforce these limits.

## IMPORTANT INFORMATION ABOUT YOUR ATM OR DEBIT CARD

**Authorizations.** Most merchants ask us to authorize your purchase. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants (such as “pay at the pump” for fuel) request authorization for an amount that is unrelated to the actual amount of the purchase. We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges.

**Information updating service and authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your account information (such as card number or expiration date) changes, or your account is closed. However, if Your card is replaced or your account information changes, you authorize Us, without obligation on our part, to provide the updated account information to the merchant in order to permit the merchant to bill recurring charges to your card. You authorize us to apply such recurring charges to your card until you notify us that you have revoked authorization for the charges to your card. Your card is automatically enrolled in an information updating service. Through this service, your updated account information (such as card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated account information to a merchant, please contact us.

**Holds.** When we give authorization to a merchant, we will reserve or place a hold on funds in your account, generally for 3 business days, to pay for your purchase. However, for some types of purchases we may place a hold for a longer period. There are times – for example, at restaurants or for gas purchases, car rentals or hotels – that merchants won’t know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain even after your purchase amount is paid from your account. The purchase amount will be paid from your account whenever the merchant sends it to us, even if that is after the hold has expired.

**Foreign Transactions.** Purchases and cash advances made in currencies other than U.S. dollars will be converted to and billed to you in U.S. dollars under the regulations established by VISA International. We do not determine the currency conversion rate which is used, nor do we receive any portions of the currency conversion rate. The conversion rate to U.S. dollars will be (I) A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (II) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. Conversion to U.S. dollars may occur on a date other than the transaction date; therefore, the currency conversion rate may be different than the rate in effect at the time of the transaction. You agree to pay the converted amount.

A fee of 1% will be imposed on all international transactions. International Transactions are defined as transactions where Merchant Country is different from the Issuer Country. The International Service Assessment (ISA) fee applies to purchase or cash disbursement original transactions, including their corresponding reversal transactions. The ISA Fee is not assessed on credit transactions, chargeback, representations or second chargeback transactions or transactions originating at US bases where the country code is designated as U.S.A.

## NOTICE REGARDING ATM FEES BY OTHERS:

If you use your VISA Debit Card or ATM Card at an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by the automated transfer network.

## TERMINATION OF ATM/DEBIT CARD SERVICES

You may terminate your ATM or VISA Debit Card agreement at any time by notifying us in writing and stopping your use of your card and any access code. All cards must be returned to the Credit Union. We may also terminate this agreement at any time by



notifying you in writing. We may also program our computer not to accept your card or access code for ATM or Visa Debit Card services. Regardless of who terminates the Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

## RIGHT TO DOCUMENTATION OF ELECTRONIC FUNDS TRANSFERS

**Terminal Transfers.** You can get a receipt at the time you make any transfers to or from your account using one of our automated teller machines or point of sale terminals. You may also receive a receipt from a retail merchant when making a purchase in person provided the transaction exceeds \$15.00

**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.

**Periodic Statements.** You will get a monthly account statement from us regarding your accounts.

## STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

Right To Stop Payment And Procedure For Doing So - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Contact us at the telephone number or address listed in this disclosure, in time for us to receive your request three 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. A fee will be charged for each stop payment order you give. Refer to STOP PAYMENTS in the TERMS AND CONDITIONS of your account agreement.

**Notice of Varying Amounts.** If these regular payments 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.)

**Liability for Failure To Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## OUR LIABILITY

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for 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 available funds in your account to make the transfer.
- » If the transfer would go over the credit limit on your overdraft line.
- » If you used your card or access code in an incorrect manner.
- » If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- » If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- » If funds in your account are pledged or frozen because of a delinquent loan.
- » If the electronics transfer is incomplete as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- » There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

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

- » When 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.

## CONSUMER LIABILITY

Tell us **AT ONCE** if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible loss down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do **NOT** tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

**Special rules for Visa Debit Card:** Your liability for unauthorized purchases is \$0 except in cases of negligence. If your statement shows transfers that you did not make, 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 may extend the time periods. If you believe your card and/or code has been stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address listed in this disclosure.

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

## PERSONAL IDENTIFICATION NUMBER (PIN)

You are responsible for any and all PINs related to your account. When selecting your PIN, you should not use any part of the following numbers:

- » Social security number,
- » Birthdate, anniversary date, etc.,
- » Street address,
- » Driver's license number, or
- » Any other identifying card numbers

Do not write your PIN on your card to record it. You should know your PIN by memory. Never make your PIN known to anyone. We may not be held responsible for your PIN.

The above guidelines are added protection for you in the event of a lost or stolen card.

## ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write to us at the telephone number or address listed in this disclosure immediately. Your account will be considered a new account if it has been open less than 30 calendar days. 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.
- » If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for new accounts). If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts, 5 business days for Visa Debit Card transactions), for the amount you think is in error, so that you will have the use of the funds 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, a credit may not be issued to your account. If we decide that there was an error, we will send you a written explanation within three days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### CEDAR POINT FEDERAL CREDIT UNION CARD SERVICES DEPARTMENT

22745 Maple Road Lexington Park, MD 20653

Phone: (301) 863-7071 ext. 5402

[cpfcu@cpfcu.com](mailto:cpfcu@cpfcu.com)

Policy updated November 5, 2018.

## Availability of Funds

### Your Ability to Withdraw Funds at Cedar Point Federal Credit Union

The availability of funds in your checking account may be delayed. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

### Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 pm on the 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 5:00 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

#### Same-Day Availability

Funds from electronic direct deposits and wire transfers to your account will be available on the day we receive the deposit. The first \$5,000 from the following deposits is available on the day we receive the deposit:

- » U.S. Treasury checks that are payable to you

If you make the deposit in person to one of our employees, funds from the following deposits will be available on the day we receive the deposit:

- » Cash

If you make the deposit in person to one of our employees, the first \$5,000 from the following deposits will be available on the day we receive the deposit:

- » State and local government checks that are payable to you,
- » Cashier's, certified, and teller checks that are payable to you,
- » Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

#### Second-Day Availability

The first \$200.00 of other checks which are deposited will be made available immediately. The remaining funds will be made available on the second business day after your deposit.

#### Longer Delays May Apply

Funds may be delayed for a longer period under the following special circumstances:

- » We believe a check you deposit will not be paid
- » You deposit checks totaling more than \$5,000 on any one day
- » The deposit is made to a non-transactional account, ie savings, certificate
- » 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 communications or computer equipment.
- » Your account has not been kept in a satisfactory status.
- » 48 hour notice may apply if you request a withdrawal of more than \$5,000 on any one day.

We will notify you if we delay your ability to withdraw funds for any of those 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. This period of time may be extended repeatedly for any of the above reasons.

#### Special Rule 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 \$5,000 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 day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh 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 \$5,000 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 seventh business day after the day of your deposit. If you are unsure of funds availability, you should ask us when the funds will be available.

Policy updated July 16, 2018.

# Share Account Rate & Fee Schedule Addendum



Rate information is accurate as of **10.01.2018**  
Rates may be subject to change. APY = Annual Percentage Yield.

All rates are subject to change without prior notice. Please read the appropriate disclosures or contact the credit union if you would like a disclosure mailed to you.

	Prime Share Account	Sub Share Account	Christmas Club Account	ALF Share Account	Youth Account	IRA Share Account A/C B		Money Market Account			Share Draft Account	Escrow Account
								Tier 1	Tier 2	Tier 3		
<b>DIVIDENDS</b>												
Annual Percentage Yield	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.40%	0.40 - 0.46%	0.46 - 0.60%	0.05%	0.00%
Dividend Rate	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.40%	0.50%	0.60%	0.05%	0.00%
Effective Date	Jan, 03, 2013	Jan, 03, 2013	Jan, 03, 2013	Jan, 03, 2013	Jan, 03, 2013	Jan, 03, 2013	Jan, 03, 2013	Feb 05, 2018	Feb 05, 2018	Feb 05, 2018	Dec 03, 2012	Jul 01, 2001
Dividends Compounded	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly		Quarterly			Quarterly	Quarterly
Dividends Credited	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly		Quarterly			Quarterly	Quarterly
Dividend Period	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly		Quarterly			Quarterly	Quarterly
<b>BALANCE REQUIREMENTS</b>												
Minimum Balance Required	\$25.00	none	none	\$5.00	\$5.00	See Section 5		\$2,500.00	\$2,500.00	\$2,500.00	none	none
Minimum Balance to Avoid Service Fee	none	none	none	none	none	none		none			none	none
Minimum Balance to Earn Stated APY	\$100.00	\$100.00	\$100.00	\$100.00	\$5.00	See Section 5		\$2,500.00	\$10,000.00	\$25,000.00	\$500.00	\$25.00
Balance Method	Average Daily Balance	Average Daily Balance	Average Daily Balance	Average Daily Balance	Average Daily Balance	Average Daily Balance		Average Daily Balance			Average Daily Balance	Average Daily Balance
<b>ACCOUNT LIMITATIONS</b>												
See below Limitations Apply	Account Transfer Limitations Apply	Account Transfer Limitations Apply	Account Transfer & Withdrawal Limitations Apply	Account Transfer Limitations Apply	Account Transfer & Withdrawal Limitations Apply	Account Transfer Limitations Apply		Account Transfer & Withdrawal Limitations Apply			none	Account Withdrawal Limitations Apply

Minimum balance to earn dividends is \$25.00 on Escrow accounts or \$5.00 on Looney Tunes/Youth Accounts; annual yield calculated on average daily balance of \$100.00

These disclosures apply to all accounts, except where stated.

**1. Rate Information.** The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and annual compounding frequency. For all accounts, the dividend rate and APY may change as determined by Cedar Point Federal Credit Union's board of directors. For Money Market accounts, dividends are paid as follows: The Tier 1 rate will apply to average daily balances (ADB) less than \$10,000, Tier 2 rates will apply only to ADB from \$10,000 to \$24,999.99 and Tier 3 rates will apply only to ADB of \$25,000.00 and over. If the Money Market Account balance is less than \$2,500.00, the account will revert to the Prime Share Account rate listed in the Rate Schedule.

**2. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves. The dividend rates and APYs are the rates and yields that the credit union anticipates paying for a specific dividend period.

**3. Dividend Compounding and Crediting.** The Rate Schedule lists the compounding and crediting of dividends applicable to each account for a specific dividend period. The dividend period is the length of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the quarter and ends on the last calendar day of the quarter. CPFCU quarters are: Jan. 1 to Mar. 31, Apr. 1 to June 30, July 1 to Sept. 30, and Oct. 1 to Dec. 31.

**4. Accrual of Dividends.** For all accounts, dividends will begin to accrue on cash and noncash deposits on the business day the deposit is made. If an account is closed before accrued dividends are credited, accrued dividends will not be paid.

**5. Balance Information.** The minimum balance requirements for each account are listed in the Rate Schedule. If minimum balance requirements are not met the account may be closed. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance for an account is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

A. The minimum opening balance for an IRA Share Account is \$25.00. The minimum balance to earn stated APY is \$100.00. The maximum balance in this account is \$500.00. After reaching the maximum, the account is transferred to an IRA Certificate.

B. The IRA Sub Share Account has a minimum opening balance and minimum balance to earn stated APY of \$500.00. There is no maximum balance limit on this account.

C. The over 59-1/2 IRA Share Account has a \$25.00 minimum opening balance, and a \$100.00 minimum balance to earn stated APY.

**6. Account Limitations.** For Prime Share, Sub Share, ALF Share, and IRA Share Accounts, no more than a total of six (6) preauthorized automatic, telephone, or internet transfers may be made from these accounts in any month. For a Christmas Club Account, the entire balance will be transferred to the Prime Share Account on the first business day in October, and the account will remain open. If any of the account balance is withdrawn at any time during the year, the account will be closed, and the full account balance will be transferred to the Prime Share Account. This account may not be reopened until the next Christmas Club starting period. ALF Share Accounts are limited to residents of assisted living and/or nursing home facilities supported by a governmental agency. Youth Accounts are available to children age 17 and under. For all Youth Accounts no more than three (3) withdrawals per month are permitted. The account holder's sponsor must be present for withdrawal. Youth Account withdrawals can be made by children 14 and over with notarized authorization of account sponsor. Excessive withdrawal may result in account closure. If the Youth Account is closed for excessive withdrawal it cannot be reopened. No Checking Accounts are permitted on Youth Accounts. Money Market Accounts are limited to six (6) withdrawals per quarter and a minimum withdrawal amount of \$250.00. IRA Share Accounts are subject to normal IRA restrictions. For Share Draft Accounts, no account limitations apply. For escrow accounts, withdrawals are permitted only for taxes and insurance.

**Bonus Information.** Looney Tunes accounts receive a gift incentive upon opening the account and with each subsequent deposit.

## Fee Schedule

Credit Union Membership		Account Information	
Membership Share	\$25.00 par value	Account Reconciliation	\$10.00 per hour (1 hour minimum)
Close Account within 3 mos.	\$5.00	Check Copy	\$3.00 per Item
<b>Share Draft Account Fees</b>		History Printout Fee	\$5.00
Benefits Plus®	\$4.95 per month	Statement Copy Fee	\$3.00 per statement
Checks	Prices vary by style	Verification of Deposit	\$25.00
Items returned unpaid	\$35.00 item	<b>Payment Orders</b>	
Paid Overdraft Fee	\$35.00 per overdraft	Money Order Fee	\$2.00 per item
Stop Payment Fee	\$25.00 per item	Certified Check No stop payment may be placed.	\$5.00
<b>VISA Check Card/ATM Fees</b>		Official/Teller Check Fee No stop payment may be placed.	\$5.00 payable to 3rd party
Card Re-issue Fee	\$2.00 per card		
Nonsufficient Funds	\$35.00 per transaction		
POS w/ATM card transactions	\$1.00 per transaction	<b>Safe Deposit Boxes</b>	
Transaction at non-CPFCU ATM	\$1.00 per transaction	3 x 5	\$25.00 per year
International Assessment Fee	1% of transaction	3 x 10	\$40.00 per year
Rush Order Fee	\$29.50	5 x 10	\$60.00 per year
<b>Other Service Fees - Applicable to all accounts</b>		10 x 10	\$100.00 per year
Account Research Fee	\$20.00 per hour (1/2 hour minimum)	Replacement Key	at cost
Deposited Item Return Fee	\$10.00	Box Drilling	at cost
Foreign Check Fee	\$15.00 plus Federal Reserve Special Collection Fees if applicable	<b>Services</b>	
Inactive Account Fee No fee is assessed if there is activity on subsidiary accounts	\$7.00 per month after one year if no activity on the account and the balance is under \$300.00	Copy Service Fee	\$ .10 per page
Insufficient/Incorrect Address	\$1.00 per statement return	Fax Service Fee	\$3.00 for 1st page \$2.00 additional page
Items Returned Unpaid	\$35.00 per item	Notary fee	\$2.00 per item
Money Market Withdrawal Fee	\$5.00 per withdrawal exceeding 6 per quarter	<b>Wire Transfers - Domestic Only</b>	
Paid Overdraft Fee	\$35.00 per overdraft	Bank to Bank Wire Transfer (outgoing)	\$25.00 per transfer
Stop Payment Fee	\$25.00 per request	Bank to Bank Wire Transfer (incoming)	\$5.00
<b>Legal Research</b>		Person to Person transfer to be picked up at Western Union Office	\$5.00 plus Western Union fees
Clerical/Technical	\$20.00 per hour	<b>Online Bill Payment Fees</b>	
Computer Support Specialist	\$25.00 per hour	Returned Item Fee <small>*This fee is charged by the vendor to the credit union and is passed on to you in addition to any returned item fee charged by the credit union (see above)</small>	\$20.00 per item
Manager/Supervisor	\$25.00 per hour	<b>Non-Member Fees</b>	
Copies	\$.25 per page	ATM Surcharge	\$3.00
		Official/Teller Check Fee*	\$5.00
		Coin Counting	5% of total



**CEDAR POINT FEDERAL CREDIT UNION  
CEDAR POINT FINANCIAL SERVICES, INC.**

A wholly owned subsidiary of Cedar Point Federal Credit Union



**FACTS**

**WHAT DOES CPFCU and CPFS DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

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

**What?**

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

- Social Security number and account balances
- Payment history and transaction history
- Credit history and checking account information

When you are *no longer* our customer, 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 members' personal information; the reasons Cedar Point chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does CPFCU and CPFS 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 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	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call 301-863-7071 or 800-201-1647 or go to [www.cpfcu.com](http://www.cpfcu.com)

Who we are	
<b>Who is providing this notice?</b>	Cedar Point Federal Credit Union (CPFCU) Cedar Point Financial Services, Inc. (CPFS)
What we do	
<b>How does Cedar Point 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 Cedar Point collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ Open an account or seek advice about your investments</li> <li>■ Apply for a loan or apply for insurance</li> <li>■ Make deposits or withdrawals from your account</li> </ul> We also collect your personal information from others such as credit bureaus, affiliates or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <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> State laws and individual companies may give you additional rights to limit sharing.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with a Cedar Point name</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Cedar Point does not share with nonaffiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include issuers of insurance products or securities.</i></li> </ul>

**Cedar Point Federal Credit Union**  
**Cedar Point Financial Services, Inc.**

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