

# ACCOUNT DISCLOSURES and OTHER IMPORTANT INFORMATION for GLASS CITY FEDERAL CREDIT UNION MEMBERS (REVISED 10/2008)

This comprehensive disclosure packet contains the rules that govern many of the accounts you may have at Glass City Federal Credit Union. Please read this packet carefully. When you sign your signature card or maintain any accounts at Glass City, you agree to these rules, terms and conditions. You also agree to pay any fees which may be charged, and you give Glass City the right to collect these fees as earned, directly from your account balances.

## How Your Accounts Are Federally Insured

### What Is The NCUA?

The National Credit Union Administration, is the federal government agency that charters and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

### Why Is NCUSIF Share Insurance Coverage Important?

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost money insured by the NCUSIF. Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured state-chartered credit unions.

### What Basic Coverage is Provided By The NCUSIF?

The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their individual accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union have full NCUSIF coverage. If a person has more than \$250,000 at any single credit union, several options are available for additional coverage because the NCUSIF provides separate insurance for other types of accounts. Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings account and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities.

### Does the NCUSIF Provide Additional Coverage?

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their individual accounts.

#### • Retirement Accounts

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures member traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, NCUA insures member KEOGH accounts separately in the aggregate to \$250,000 at each credit union. Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

#### • Joint Accounts

Joint accounts are savings or share draft accounts owned by two or more people who have equal rights to withdraw money from the account. The NCUSIF provides joint account holders with \$250,000 coverage for their aggregate interests at each federally insured credit union. For example, a two person joint account has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts and retirement accounts.

#### • Trust Accounts

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common revocable trust payable-on-death (POD) account without additional documentation; however, some trusts require

additional, valid documentation to qualify for coverage. While this section briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

#### • Revocable Trusts

Revocable trust accounts may qualify for insurance coverage of up to \$250,000 per beneficiary named by the owner that is separate from the individual coverage available to the trust owner. For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary). This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

#### • Irrevocable Trusts

Funds placed in an account by a trustee under an irrevocable trust have separate coverage based on the beneficial interest under such trust. The interest of each beneficiary in an account (or accounts) established as an irrevocable trust has separate NCUSIF coverage of \$250,000. In cases where a beneficiary has an interest in more than one trust arrangement created by the same owner, the interests of the beneficiary in all accounts established under such trusts are added together for insurance purposes and insured for a total of \$250,000 that is separate from and in addition to the coverage the NCUSIF provides for other types of accounts.

### How Can I Get More Information?

A brochure entitled *Your Insured Funds* is available at NCUA's Internet site: [www.ncua.gov](http://www.ncua.gov). This comprehensive brochure contains a detailed discussion of all available types of coverage offered by the NCUSIF, along with examples illustrating how the coverage actually works in practice.

### How Do I Know My Credit Union Is Federally Insured?

Federally insured credit unions, such as Glass City Federal Credit Union, are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in the offices. NCUA's Internet site provides a directory of federally insured credit unions at [www.ncua.gov/indexdata1.html](http://www.ncua.gov/indexdata1.html).

### Changes To Coverage Limits

The Emergency Economic Stabilization Act of 2008, signed into law on October 3, 2008, increased the insurance coverage on all accounts up to \$250,000 through December 31, 2009. Also, previous legislation that increased NCUSIF coverage for retirement accounts also has a provision for potential increases in the insurance limits on all share accounts, including retirement accounts, every five years. This process will begin in 2011. Changes, if they occur at all, will be based in part, on inflation.

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

National Credit Union Administration, a U.S. Government Agency  
NCUA 8016 - October 2008

## Deposit Account Agreement & Disclosures

The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "CU," "we," "us," and "our" refer to the Credit Union. The following agreement governs your account with the Credit Union, along with any other documents applicable to your account, including the Credit Union's Funds Availability Policy and Account Disclosure, which are incorporated by reference. Your account is also governed by applicable law.

### General Rules

**1. Deposits.** Deposits may be made in person, through payroll deduction, ATMs or by mail at any time. The CU shall not be deemed to have received deposits sent by instruments as a deposit to your account at our discretion. Any cash deposit will be credited to your account in accordance with this agreement. Any other item that you deposit will be handled by the Credit Union in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You will, in any event, be liable to the CU for the amount of any check you deposit to your account that is returned unpaid, plus the CU's costs and expenses associated with the collection of all or part of

such amount from you, including reasonable attorney fees. You may not be able to withdraw funds until the CU has received final settlement for any item deposited.

**2. Collection of Deposited Items.** In receiving items for deposit or collection, the CU will act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. The CU shall have the right to forward items to correspondents to utilize Federal Reserve Banks to handle such items. In the event the CU is subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rule and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. We will not be liable for dishonor resulting from any reversal of credit, return of deposited items, or for any damages resulting from any of those actions.

If we accept for deposit a check that is drawn on another 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 these disclosures for the type of check that you deposited.

**3. Setoffs.** The CU may use funds in your account to pay any debt you may owe the CU. If the account is held jointly, the CU may offset funds for the debt of any one of the joint owners.

**4. Expenses.** Any expenses arising from attachment, garnishment or levy of your account will be your responsibility.

**5. Joint Accounts and Custodial Accounts.** You acknowledge that if your account is set up as a Joint Account, Trust Account or Custodial Account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

#### **Joint Share Account Agreement (with Right of Survivorship)**

If an account agreement is signed by more than one person, the persons signing shall be the joint owners of this account. The joint owners shall be subject to the following additional terms and conditions of the account:

The Credit Union is authorized to recognize any of the signatures subscribed to the account in payment of funds or the transaction of any business for this account. The joint owners of the account acknowledge and agree that all sums now paid in on shares, or sums paid in on shares previously or in the future, by any or all of the joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship, and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. The right or authority of the Credit Union under this agreement shall not be changed or terminated by the joint owners except by written notice to the Credit Union, which shall not affect transactions previously made.

**a. Joint Account with Survivorship.** All deposits are the property of the person(s) indicated on the account and the CU may release the available amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. The CU may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law. Upon the death of one party to a Joint Account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. Any change in ownership requires the approval and signatures of all the joint owners.

**b. Payable on Death Designation.** If the account is designated as a Payable on Death Account, the primary and joint owners together may designate a payable on death beneficiary(ies), and the named beneficiary(ies) may be changed at any time.

**c. Custodial Account.** Any Custodial Account maintained is subject to the Ohio Transfers to Minors Act or other applicable state or Federal law. The account must be opened in the name of the beneficiary. There may be only one custodian and one minor or beneficiary for each account.

**6. Fees, Service Charges and Balance Requirements.** You agree to pay the CU and are responsible for any fees, charges or balance/deposit requirements as provided in the Account Disclosure information in this document. Fees, charges and balance requirements may change from time to time.

**7. Amendments and Alterations.** Notice will be given to you if the CU changes the terms of the Agreement at any time by mailing notice to the address shown on your records with the CU, by posting a notice of any such changes at our Main Office, or by whatever notice requirements that may be required by law.

**8. Closing Account.** If your account is not pledged as collateral or security for any loan, you may withdraw all collected funds in the account at any time, subject to the provision of Paragraph 2 above and the policies and procedures governing withdrawals for that type of account. The joint owner(s) on an account may not close the account. The CU may close the account at any time, with or without cause, by sending you notices and a check for the balance in the CU's possession to which you are entitled.

**9. Transfers and Assignment.** You cannot assign or transfer any interest in your account unless the CU agrees in writing.

**10. Effective Applicable Laws and Regulations.** This Agreement is governed by the laws of the state of Ohio, except to the extent that Federal Law is controlling. Changes in these laws and regulations may modify the terms and conditions of your accounts. The CU does not have to notify you of any changes.

**11. Checks.** All checks presented for deposit must be in a format that can be processed and/or photographed. The CU may refuse to accept any check that does not meet this and other governmental requirements. All endorsements placed on the reverse side of any check which you deposit into your account must be placed so that they are on the left side of the check when looking at it from the front. The CU may refuse to accept any check that does not meet this requirement, and if we do accept it, you will be completely responsible for any loss incurred to the CU resulting from an endorsement not meeting this requirement, including reasonable attorney fees.

**12. Stale, Postdated or Overdraft Checks.** You agree not to postdate any check drawn on this account. You agree to hold the CU harmless for paying any stale, postdated or overdraft checks and agree to reimburse the CU for any loss we might suffer because of such payment made in good faith.

**13. Check Safekeeping.** You understand and agree that the canceled checks will be retained by the CU and destroyed after a reasonable time period. Any request for a copy of any check is subject to a fee. If for any reason the CU cannot provide you with a copy of a check, the CU's liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**14. Statements.** If your account is a statement savings account or checking account, the CU will provide you with a periodic statement showing the account activity. You must notify the CU within 14 days of your receipt of the statement of any discrepancies. If you fail to notify the CU, you will have no claim against us. If you do not receive a statement from the CU because you have failed to claim it or have supplied the CU with an incorrect address, the CU may stop sending your statements until you specifically make written request that the CU resume sending your statements and you supply the CU with a proper address.

**15. Non-Sufficient Funds.** If your account lacks sufficient collected funds to pay a check or pre-authorized transfer presented for payment, the CU may return such check or pre-authorized transfer for non-sufficient funds and charge you a fee as provided in Account Disclosure information and on the Credit Union's Fee Schedule.

**16. Stop Payments.** If you request that the CU stop a payment on a check you have written, you will supply the CU with a written request within 14 days after you make such a request. Stop payments will be effective for six months and you will be charged a fee for any stop payment you request unless otherwise agreed. Each continuation of a stop payment request will be treated as a new request for the purpose of fee assessment. The CU will not be responsible for any liability arising from a member's request to stop a payment. If the CU returns any other item drawn by you due to non-sufficient funds which is caused because the CU has paid an item upon which you had requested a stop payment, the CU will not be liable for such action. You understand that the CU may accept the stop payment request from any of the joint owners on the account regardless of who signed the check. If you request a stop payment on a pre-authorized transfer, such stop payment will be handled in accordance with the provisions of the CU's Electronic Funds Transfer

Agreement, provided to you at the time you opened the account or any time thereafter.

17. Each owner acknowledges that any or all of this account may be required to be pledged as security as a condition of obtaining other services and/or accounts with this Credit Union.

**Statutory Lien. If you are in default on a financial obligation to the CU, Federal Law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.**

## **Primary Share Account Disclosure Statement**

The Primary Share Account (also called a savings account) is your main Credit Union account. All of the following information is being provided to you so that you can be informed about your account and the CU policies that relate to it.

### **Dividends**

- The minimum balance to earn dividends on the Primary Share Account is \$100.
- The dividend rate and annual percentage yield may change every quarter as determined by the Credit Union Board of Directors.
- Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- Dividends will be compounded quarterly and credited to your account quarterly on the first business day of January, April, July and October. If you close your account before dividends are paid, you will not receive the accrued dividends. For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of all calendar years is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date follows the ending date of a dividend period, which for this example is April 1.
- Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. No dividends will be paid on the account for any days during the period in which \$100 is not maintained.
- Dividends will begin to accrue on the business day you deposit to your account.
- There is no term or maturity for a Primary Share Account.

### **Minimum Balance**

- The minimum balance required for the Primary Share Account is \$25.
- The Credit Union reserves the right to request that the account be closed for noncompliance to policy.
- Account holders with credit cards, loans or ATM/check cards must have the minimum \$25 on deposit. The minimum balance must remain on deposit at all times while carrying these services. All outstanding credit obligations must be paid in full before a Primary Share Account can be closed.

### **Service Charges**

- An overdraft transfer fee of \$1 will be assessed each time an automatic transfer to a Glass City checking account occurs.
- A check cashing fee of \$2 (per transaction) is assessed to any member age 18 and older who does not have an active checking, Visa or loan with the Credit Union, or who does not have a total of \$250 on deposit with the Credit Union.
- A "third-party" check cashing fee of \$5 (per check) will be assessed for all third-party checks presented for cashing at the Credit Union.
- A monthly Inactive Account Fee of \$3 will be assessed to any Primary Share Account that has been inactive for more than 24 consecutive months. An inactive Primary Share Account is defined as having no activity whatsoever during the previous 24 months. (If a member has other active "suffix" accounts, such as checking, share certificate, IRA, Visa credit card, or loan with the CU, the account is NOT considered inactive.) Please refer to the CU's current Fee Schedule for specific fee information.
- The Credit Union reserves the right to waive service charges to charitable organization accounts.

ACCOUNTS OF MEMBERS WITH WHOM THERE HAS BEEN NO CONTACT FOR FIVE YEARS WILL BE CONSIDERED UNCLAIMED FUNDS AND MAY BE FORWARDED TO THE DEPARTMENT OF COMMERCE BY SECTION 169 OF THE REVISED CODE.

## **Trust Share Account Agreement**

Any Trust Share Account established is subject to the following terms and conditions:

- Glass City Federal Credit Union is authorized to recognize the signatures subscribed in the payment of funds or the transaction of any business for this account.
- The owner(s) of this account acknowledge and agree to take sole responsibility for the creation of and continued existence of the Trust Agreement under which the Trustee is empowered to act.
- The owner(s) acknowledge and agree that all sums now paid in on shares, or sums paid in on shares previously or in the future, by the owner to his or her credit as such owner with all accumulations thereon, are and shall be owned by them and be subject to the withdrawal or receipt of them.
- The owner(s) acknowledge that should the Trustee, or any Successor Trustee under the terms of this Trust Share Account Agreement, cease to be within the authorized field of membership of the Credit Union, or be terminated from it, whether the termination be brought about by the death of the Trustee or otherwise, then and in that event, this account may be closed and all funds maintained in it shall be distributed to the duly authorized Trustee or Successor Trustee, as provided by the terms and conditions of this Trust Agreement.
- Payment to any Trustee or Successor Trustee shall be valid and discharge the Credit Union from any liability for such payment.
- The owner(s) of this account further acknowledge sole responsibility for providing Glass City Federal Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to the Credit Union which shall not affect transactions theretofore made.
- This account may not be pledged or used as collateral for any loan.
- Glass City Federal Credit Union recommends that the owner of this Trust Share Account consult with legal counsel with respect to this account and any transfers or assets to be deposited in this account.

### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement.

## **Custodial Share Account Disclosure Statement**

- The Custodial Share Account follows the terms of the Ohio Transfers to Minors Act. Under no circumstances will the funds be pledged for loans for the personal use of the custodian or used in any manner not in strict accordance with Sections 1733.24(f) and 1339.39 of the Revised Code of Ohio.

### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement.

### **Minimum Balance**

- The required minimum balance to open a Custodial Share Account is \$25.

## **Minor Share Account Disclosure Statement**

- Glass City Federal Credit Union offers a separate and distinct account for the purpose of establishing accounts for the benefit of minor children. This account has different characteristics with respect to ownership rights, transactional authority, and social security reporting procedures.
- A Minor Share Account is an account in the name of the minor subject to the same rules and regulations in place concerning member accounts generally. Minor Accounts include rules and regulations which shall be binding upon the minor as if the minor were of legal age and had made the deposit or opened the account. The Credit Union would incur absolutely no liability with respect to the account.
- Ownership. The account is owned and controlled by the minor, or if another person is named, then jointly with right of survivorship as with any other joint account.

- Transaction Authority. In the case where the account is opened in the name of the minor only, the deposit is owned individually by the minor. The minor signs the signature card and has transactional authority on the account. In addition, any or all joint owners on a joint account have equal transactional authority.
- Social Security Number. The account is reported under the minor's social security number.
- Death Procedures. The minor's estate is the beneficiary of the account in the event of the minor's death, unless a Payable on Death designation is made, in which case the beneficiary would be as designated. In case of a joint account, the joint owner would be the beneficiary.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement.

#### **Minimum Balance**

- The required minimum balance to open a Minor Share Account is \$25.

### **Other Share Accounts**

#### **Secondary Savings Account**

- No minimum balance required. A deposit is required to open the account.
- Interest rate is declared quarterly by the Board of Directors.
- There is no term or maturity for a Secondary Savings Account.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement. EXCEPTION: There is no minimum balance required to earn dividends on this account.

#### **Vacation Club**

- No minimum balance required. A deposit is required to open the account.
- Interest rate is declared quarterly by the Board of Directors.
- There is no term or maturity for a Vacation Club account.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement. EXCEPTION: There is no minimum balance required to earn dividends on this account.

#### **Christmas Club**

- No minimum balance required. A deposit is required to open the account.
- Interest rate is declared quarterly by the Board of Directors.
- There is no term or maturity for a Christmas Club account.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement. EXCEPTION: There is no minimum balance required to earn dividends on this account.

#### **IRA Accumulation Account**

- A \$25 minimum deposit is required to open an IRA Accumulation Account. The minimum deposit thereafter is \$5.
- Interest rate is declared quarterly by the Board of Directors.
- There is no term or maturity for an IRA Accumulation Account.
- On a quarterly basis, when deposits in the account reach at least \$1,000, the funds are automatically withdrawn from the IRA Accumulation Account and an 18-month IRA certificate is issued at current certificate rates, unless another course of action is specified by the member in writing.
- The Internal Revenue Service requires that a 10% penalty be assessed for any withdrawals made from the account prior to eligibility for normal distribution. Early withdrawals are taxed as ordinary income. Members should consult their tax advisor for other options or more information.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the

Primary Share Account disclosure statement. EXCEPTION: The minimum balance required to earn dividends on this account is \$25.

### **Checking Account Disclosure Statement & Agreement**

A Checking Account is a service that the Credit Union may provide to you after you have established a Primary Share Account with us. The following information is being provided to you so that you can be informed about our policies and any information that relates to your new checking account.

#### **Regular Checking and Interest Bearing Checking – Account Policies**

1. A member shall open a Primary Share Account before a checking account may be opened. A separate sub-account will be established for checking accounts. An application must be completed and signed at the time this account is established.
2. An automatic transfer of funds from a member's Primary Share Account to his or her checking account shall occur whenever there are insufficient funds to pay a check, fee or other item through the checking account. A fee will be assessed for this overdraft transfer. An Overdraft Protection Line of Credit is also available, and the member may apply for this line of credit for additional overdraft protection. If a member has an Overdraft Protection Line of Credit, the line of credit will be accessed to cover items before the Primary Share Account is accessed. If the member does not have an Overdraft Protection Line of Credit, the Primary Share Account will be accessed to cover items that do not clear the checking account. Privilege Pay may also be available for qualifying checking accounts.
3. Checking accounts will be made available to business or organizational accounts that have established a Primary Share Account with the Credit Union. For more information about Glass City's business accounts, please refer to the Credit Union's **Business Account Packet**.
4. Members are required to pay to have their checks printed. These charges vary according to the style of check and the number of checks ordered. The check printing fee is automatically deducted from the checking account when the Credit Union is billed by the check printer.
5. The Credit Union is under no obligation to pay a check which exceeds the balance in the account and for which there are not sufficient funds in the member's Primary Share Account. The Overdraft Transfer Clause is only applicable to a member's Primary Share Account, not to any other accounts he or she may have. If funds are not available in either the checking or Primary Share Account, and the member does not have an Overdraft Protection Line of Credit, the check will be returned unpaid. There is a fee assessed for any checks that are returned unpaid. There may be an additional charge for any returned check of \$2,500 or more. This is due to additional fees imposed on the Credit Union by the Federal Reserve Bank for returned items of this size. A record of all overdrafts will be maintained.
6. Members are encouraged to reconcile their checking account on a monthly basis as their statements are received. The Credit Union will provide assistance to those members who are unable to reconcile the account by themselves. A fee will be charged for this service. Please refer to the Fee Schedule for a list of current fees. The minimum fee will be for one hour of service, regardless of the time involved. The fee will then be broken down in 15-minute increments for any reconciliation assistance in excess of one hour. There will be no fee charged if any Credit Union error is detected.
7. There will be a charge for any stop payment of checks. Stop payments must be placed prior to payment of the check. The stop payment will remain in effect for six (6) months unless otherwise rescinded.
8. There will be a charge for any check returned to the Credit Union. This fee will be automatically deducted from any funds on deposit at the Credit Union. Please refer to the Fee Schedule for current fees.
9. If you establish a history of returned checks, you may be denied the privilege of cashing checks at the Credit Union. Returned checks which are not made good may be turned over to the appropriate law enforcement agency for prosecution.
10. The original of a paid check will be retained for a reasonable period of time and then destroyed. A copy of the original can be obtained, if necessary. There is a charge for this service; please consult the Fee Schedule for current fees.
11. Members may have their checking account closed involuntarily if they establish a record of returned checks.
12. There will be a fee for a history on the account. Fee is charged per page. Please refer to the Fee Schedule for current fees.

13. Each member may have only one checking account associated with a Primary Share Account.

#### **Regular Checking and Interest Bearing Checking Account Agreement – with Overdraft Transfer Clause**

- The Credit Union is authorized to pay share drafts signed by the member (or any joint owner) and to charge all such payments against the shares in the account.
- The Credit Union is under no obligation to pay a share draft that exceeds the fully paid and collected share balance in the account. The Credit Union may, however, pay such share draft and transfer shares to the account in the amount of the resulting overdraft, plus a service charge, from the Primary Share Account.
- The Credit Union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the share draft.
- When paid, share drafts become the property of the Credit Union and will not be returned.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of any share draft.
- Any objection respecting any item shown on a periodic statement of the account is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed.
- The account is subject to the Credit Union's right to require advance notice of withdrawal, as provided in its bylaws.
- The account is also subject to other terms, conditions and service charges as the Credit Union and its Board of Directors may establish at any time.

#### **Regular Checking Account**

##### **Dividends**

- There are no dividends paid to this type of account.

##### **Minimum Balance**

- There is no minimum balance required to maintain this type of account, nor is there a per-check charge for checks that clear.

##### **Service Charges**

- There is no service charge to maintain this account.

#### **Interest Bearing Checking Account**

##### **Dividends**

- The minimum balance to earn dividends on the Interest Bearing Checking Account is \$500.
- The dividend rate and annual percentage yield may change as determined by the Credit Union Board of Directors.
- Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- Interest will be paid directly to the account each month, based on the daily rate.
- Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. No dividends will be paid on the account for any days during the period in which \$500 is not maintained.
- Dividends will begin to accrue on the business day you deposit to your account.
- There is no term or maturity for an Interest Bearing Checking account.

##### **Minimum Balance**

- There is no minimum balance required to maintain this type of account. However, to avoid a monthly service charge, a minimum of \$500 must be kept on deposit in this account. There are no per-check charges for checks that clear this account.

##### **Service Charges**

A service charge of \$5 per month is charged when the balance in an Interest Bearing Checking Account falls below \$500 at any time during the month. If a balance of \$500 or more is maintained in the account for all days during the month, the monthly service charge is waived for that month.

## **Check Card/ATM Card**

### **Disclosure Statement & Agreement**

This agreement states the terms and conditions governing any Check Card or ATM card ("card") issued by Glass City Federal Credit Union ("Credit Union"). Upon approval, the initial use, signing or other acceptance of the card by the cardholder ("member") or by any other person authorized or permitted by the member (the member and such person herein collectively referred to as "user") constitutes acceptance, and the member acknowledges receipt of and agrees to the following terms and conditions:

#### **Fees and Charges**

Please refer to the Credit Union's current Fee Schedule for applicable fees and charges associated with the Glass City Check Card and ATM Card.

- Member assumes responsibility for all transactions arising from the authorized use of the card by any user, whether such use is with a money dispensing machine, banking terminal, electronic funds transfer device, or debit program. Any card withdrawals honored by the Credit Union which cannot be paid out of the checking account (or through an overdraft line of credit or overdraft transfer, as applicable) will be reimbursed immediately by the member for that amount.
- Joint accounts accessed under this agreement, including any authorized users, will be bound by this agreement. All joint owners and users shall be responsible for all transactions. This will include share, share draft (checking) or loan accounts associated with this card.
- All transactions arising from the authorized use of the card shall be subject to and controlled by the terms of all applicable account agreements and other contractual relationships with the Credit Union and all applicable rules and regulations of the Credit Union, as amended from time to time.
- The Credit Union may limit the type, number and dollar amounts of any checks, drafts, withdrawals or transfers made by users of the card, notwithstanding the amount in the member's accounts and to terminate or suspend the operation of any or all electronic funds transfer devices or merchants, without notice unless required by law or regulation.
- Each authorized user shall be jointly and severally liable for and agrees to pay the Credit Union for all purchases made and services rendered by or to any user using the card.
- When a new card is opened, the member has the choice of any 4-digit number PIN. If a member loses or forgets the PIN, he or she can visit the Credit Union and request to change the PIN.
- The Credit Union reserves the right to amend and modify this agreement. Any amendment or modification shall become effective on the date specified.
- Member may surrender the card (only by surrendering all cards issued on the account) and terminate this agreement. However, this agreement shall remain in effect for purchases made and services rendered by or to any user of the card.
- This card remains the property of the Credit Union and may be canceled by the Credit Union at any time without notice. Upon Credit Union request, the card must be surrendered to the Credit Union.
- In consideration of the use of the Check Card, the member agrees that any sales drafts or withdrawal vouchers originated by use of the Check Card shall not be deemed to be items on which stop payment orders may be issued.
- Member agrees to promptly notify the Credit Union in the event the card is lost or stolen, or the member suspects any other unauthorized use of the card. Please refer to the Terms and Conditions Regarding Electronic Fund Transfers concerning your liability. In no event shall the member write the member's password on the card or keep any written record of it on any materials kept with the card. Members shall be responsible for the security of the member's password and shall take all reasonable steps to preserve the confidentiality of that password.
- The Credit Union reserves the right to prevent a member's use of the Check Card if there are not sufficient funds available in the account. This procedure will result in the account being "blocked" and unavailable for use. The member must request to have the card unblocked by Credit Union staff to resume using the card. If the card is determined to be eligible to be unblocked, the unblock will occur by the end of the next business day, and a processing fee will be charged to the member's account. The member must have the fee amount available in his or her account to have the

card unblocked. (Refer to the Credit Union's Fee Schedule for current fees.) Not all members will be eligible to have their Check Card unblocked in this type of situation. Please contact the Credit Union to determine if your card is eligible in the event that this situation would occur.

## **Check Holds and Funds Availability Policy**

The maximum hold Glass City Federal Credit Union will place on any item deposited into a transactional account is as follows: (Items deposited to non-transactional accounts may be held for a longer period of time at the discretion of the Credit Union.)

1. Next-Day Availability Items – the following checks will have next-day availability:
  - a. Electronic Payments (ACH Payments)
  - b. Treasury Checks
  - c. United States Postal Service Money Orders
  - d. Federal Reserve Bank or Federal Home Loan Bank checks
  - e. State or local government checks
  - f. Cashier's checks, certified checks, or teller checks
  - g. Checks deposited and drawn on Glass City Federal Credit Union
  - h. The lesser of \$100 or the aggregate deposited on any one banking day to all accounts of the member by check(s) other than the above-mentioned types of checks.

NOTE: Items C-F checks must be presented to a teller at Glass City for deposit into the account of the payee, in order to receive next-day availability. If any of these conditions are not met, the funds may be made available no later than the second business day after the deposit.

2. Local checks (those beginning with the following routing and transit numbers: 0220, 0223, 0410, 0412, 0420, 0421, 0422, 0423, 0430, 0432, 0433, 0434, 0440, 0441, 0442, 0515, 0519, 0720, 0724, 0740, 0749, 0813, 0830, 0839, 0863, 2223, 2410, 2412, 2420, 2421, 2422, 2423, 2430, 2432, 2433, 2434, 2440, 2441, 2442, 2515, 2519, 2720, 2724, 2740, 2749, 2813, 2830, 2839, or 2863) will be made available not later than the second business day after the date of deposit. Next-day items that are payable in the local check regions and that do not meet the requirements for next-day availability will also be made available not later than the second business day after deposit.
3. Non-local checks (those not having one of the routing and transit numbers previously defined as local) will be made available not later than the fifth business day after deposit. Next-day items that are payable in the non-local check regions and do not meet the requirements for next-day availability will also be made available not later than the fifth business day.
4. Items from financial institutions in our immediate vicinity, defined as local or non-local, may be made available on the second business day after deposit.
5. All deposits to accounts at Glass City Federal Credit Union through the ATM networks are considered nonproprietary, and may be treated as non-local items by the receiving institution.
6. Funds deposited may be delayed for longer periods under certain exception situations as follows:
  - The item is a sight draft.
  - The Credit Union has reason to believe the item will not be paid.
  - The member's total deposit of checks are greater than \$5,000 on any one given day.
  - The item is a redeposit that has already been returned unpaid.
  - The account receiving the deposit has been repeatedly overdrawn in the previous six (6) months.
  - There is an emergency, such as failure of communication or computer equipment.
7. If any account has not been open for more than 30 calendar days, all personal checks deposited to the account may be held for five (5) days.

**Endorsement Policy.** Glass City Federal Credit Union will comply with the Federal Reserve's standard endorsement requirements.

## **Check Cashing Policy**

1. Glass City Federal Credit Union will cash checks for members. We will also cash checks that are drawn on Glass City. Non-members cashing checks drawn on Glass City Federal Credit Union will be charged a Non Member Check Cashing Fee (see current Fee Schedule) for each check cashed .
2. Proper identification must be positively established before a check will be cashed.
3. The Credit Union will cash your personal check if you have on deposit with the Credit Union an amount equal to the amount of the check(s) being cashed. Checks that exceed the amount on deposit will not be cashed, but may be deposited.
4. All checks must have your Glass City account number written on the back.
5. A check cashing fee (per transaction) is assessed to any member who is cashing a check or checks (see Fee Schedule). The Check Cashing Fee may be waived based on the member's Participation Level in the Member Value Program, or if the member has a minimum of \$250 on deposit, or a checking, loan, or Visa relationship with the Credit Union. Loan and Visa must be current and active.
6. A "third-party" check cashing fee (per check) will be assessed for all third-party checks presented for cashing at the Credit Union (see current Fee Schedule). A third-party check is a check that is made payable to a named person or individual other than the member whose account the check is drawn upon. A check to a named person or another person to whom the party has transferred the right of the check must contain the phrase "pay to the order of" or "pay to" above the payee's signature. The member must then endorse under the original endorsement followed by the member's account number. The member is now responsible for the check.
7. The Credit Union reserves the right to place a "check hold" on certain checks deposited at the Credit Union. This includes personal checks and payroll or business checks from companies with which Glass City is not familiar. A check hold means that the funds deposited will not be available to you until the check has cleared the payable-through bank and the hold has been released. Following is our check hold schedule:
  - a. Local Checks – Maximum of 2 business days hold
  - b. Non-local Checks – Maximum of 5 business days hold
  - c. Sight Drafts and Other Exception Items – Due to certain circumstances, some checks submitted may be subject to a hold for a certain specified period of time at the discretion of the Credit Union. These situations will be handled on an individual basis as the need arises, and held for up to an additional 4 days. Please refer to our Check Holds and Funds Availability Policy for exact definitions.
8. There will be a charge for any check returned by the bank to the Credit Union. This fee will be automatically deducted from any funds on deposit at the Credit Union. Please refer to the Fee Schedule for current fees.
9. There will be a charge for any check written off the Credit Union that is returned. This fee will be automatically deducted from any funds on deposit at the Credit Union. Please refer to the Fee Schedule for current fees.
10. If you establish a history of returned checks, you may be denied the privilege of cashing checks at the Credit Union. Returned checks which are not made good may be turned over to the appropriate law enforcement agency for prosecution.
11. This Check Cashing Policy is subject to such other terms and conditions as the Board of Directors may impose from time to time, or to changes in Federal Regulations.

## **Overdraft Protection Line of Credit**

If, at any time, the funds in your share accounts are not sufficient to cover drafts (checks), fees, or other items posted to your account, those amounts will be handled in accordance with our Overdraft Procedures or the Overdraft Protection Line of Credit you may have with us.

The Credit Union's determination of an insufficient account balance may be made at any time. We do not have to notify you if your account does not have funds to cover drafts, fees, or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future, and we may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time.

An Overdraft Protection Line of Credit is available on any checking account with the Credit Union. If a member is eligible for the Overdraft Protection Line of Credit, and the member's checking account does not have a sufficient balance to cover the check or other items trying to post, the line of credit will be drawn upon to cover the posting items. A fee will be charged for each advance from the line of credit. Please refer to the Credit Union Fee Schedule.

If a member is not eligible for the Overdraft Protection Line of Credit, chooses not to open the line of credit, or has used the maximum available balance of the line of credit, and items are trying to post to the account and there is not sufficient balance available, an overdraft to the Primary Share Account (S1) will take place. An overdraft transfer fee will be charged for these automatic transfers from the S1 (please refer to the Fee Schedule).

If at any time the member's checking account is taken to a negative balance due to overdrafts or fees, the member must immediately repay the Credit Union and bring his or her balance back up to at least \$0.

### Overdraft Protection Line of Credit Agreement

This credit agreement is made between Glass City Federal Credit Union and its member(s). This agreement shall be governed by the laws of the state of Ohio. The terms and conditions of this agreement are as follows.

If we have approved an Overdraft Protection Line of Credit for your account, we will honor drafts drawn on insufficient funds by transferring funds from the line of credit, up to a maximum of \$500. If the line of credit does not have adequate funds to cover the draft, fees, or other posted items, an overdraft from the Primary Share Account (S1) will occur. All fees for overdraft transfers are set on the Fee Schedule.

There is a fee for each advance, which will be taken from the member's checking account. (Consult the Fee Schedule for specific fees). The advances are deposited into the member's checking account. The advances will take place at the time the draft (check), fee, or other posted item is trying to clear your account, not at the specific time of purchase (in the case of the Check Card).

Each borrower and/or user will be equally responsible to repay the balance of the Overdraft Protection Line of Credit. If there is more than one borrower, each can obtain advances through accesses provided and accepted by the Credit Union. The amount of the monthly payment will be established at the time of each advance. Each time an advance is made, a voucher, including the new payment and loan balance, will be mailed to you.

The finance charge is computed when a payment is made by multiplying the unpaid balance by the periodic rate for the number of days the balance is outstanding. The balance used to compute the finance charge is the actual balance in the account each day.

Credit insurance issued from the Credit Union is optional and not required to obtain the Overdraft Protection Line of Credit. You may inquire for further insurance information and coverage available.

You are in default if:

1. You misrepresent your financial situation in order to obtain credit.
2. You fail to furnish financial information upon request.
3. An injunction, attachment or judgment is issued against you.
4. You become insolvent.
5. You do not make a payment equal to the amount required when it is due.

If you are delinquent on your Overdraft Protection Line of Credit, you can no longer use this service and overdraft to the checking from the Line of Credit. If you are in default, the Credit Union can, without advance notice or demand, require immediate repayment of the entire loan balance plus interest and late fees due, and close the Overdraft Protection Line of Credit. If you have any presently owing or subsequently granted secured loans with outstanding balances with the Credit Union, the Credit Union can use that collateral to secure the loan balance for this Line of Credit. The Credit Union has the right of offset of deposit accounts and certificates (excluding accounts that would lose special tax treatment, e.g., an IRA) at the Credit Union to secure this loan balance in default. Future advances will not be made if the loan is in default at that time. The Credit Union can also exercise any other rights allowable by law when you are in default.

### Privilege Pay Policy

It is the policy of Glass City Federal Credit Union to comply with any and all applicable laws and regulations and to conduct business in a safe and sound manner. Glass City FCU is not obligated to pay any item presented for payment if

your account does not contain sufficient collected funds. Rather than automatically returning any non-sufficient funds check (share draft), or ACH (automated clearinghouse) item, if your eligible account (used for personal and household purposes) has been open for at least 60 (sixty) days and thereafter you maintain your account in good standing, which includes at least that:

- a) You continue to make deposits consistent with your past practices,
- b) You are not in default on any loan obligation to Glass City FCU,
- c) You bring your account to a positive balance at least once every 15 days,
- d) Your account is not the subject of any legal or administrative order of levy,

then Glass City FCU will consider, as a discretionary privilege or service and not a right of yours nor an obligation on the CU's part, approving your reasonable overdrafts. This discretionary service will be limited to an overdraft of \$500 (negative) balance for personal checking accounts. Any and all CU fees and charges, including without limitation non-sufficient funds (NSF) and/or overdraft fees (as set forth in the CU's Fee Schedule) will be included in this limit. Glass City FCU may refuse to pay an overdraft for you at any time, even though your account may be in good standing and even though the CU may have previously paid overdrafts for you. You will be notified by mail of any NSF items paid or returned that you may have. However, the CU has no obligation to notify you before we pay or return any item. The amount of any overdrafts plus any NSF or overdraft fees that you owe the CU shall be due and payable immediately upon demand. Collection steps will be taken on accounts whose negative balances exceed 30 (thirty) calendar days, and the account may also be closed. If there is an overdraft paid by the CU on an account with more than one owner on the account signature card, each owner, if applicable, drawing or presenting the item creating the overdraft shall be jointly and severally liable for such overdrafts plus applicable fees.

**LIMITATIONS:** Available only to eligible personal checking accounts primarily used for personal or household purposes. Ineligible checking accounts include, but may not be limited to: accounts with loans that are more than five (5) days delinquent. The CU reserves the right to limit the number of accounts eligible for Privilege Pay to one per household. All savings (share) accounts, Business/Organization Checking Accounts, money market savings accounts, and all minor accounts are also not eligible. Privilege Pay ONLY covers paper checks (share drafts), and ACH (automated clearinghouse) withdrawals. It does NOT cover: ATM withdrawals, point-of-sale (POS) transactions, preauthorized transfers, or any other transaction items.

**OTHER CU OVERDRAFT SERVICES:** An Overdraft Protection Line of Credit may also be available on a checking account with the CU. If a member chooses to open the Overdraft Protection Line of Credit, the line of credit will be drawn upon **FIRST** to cover the posting items. A fee will be charged for each advance from the line of credit. (Refer to Fee Schedule.) If a member is not eligible for the line of credit, chooses not to open the line of credit, or has used the maximum available balance of the line of credit, items trying to post will overdraft to the Primary Share Account (S1) **SECOND**. An overdraft transfer fee will be charged for these transfers from the S1 (refer to Fee Schedule). If a member is eligible for Privilege Pay, it will be accessed as the **THIRD** option. **OPT OUT NOTIFICATION:** Glass City FCU will automatically review each checking account for Privilege Pay eligibility. A member may opt-out of Privilege Pay by notifying Glass City FCU and by completing an Opt-Out Request Form. **DISCLAIMER:** Glass City FCU's Privilege Pay is non-contractual and discretionary. Glass City FCU is never obligated and may refuse to provide Privilege Pay on any checking account at any time and from time to time. The member does not have a contractual right or guarantee to Privilege Pay.

## Terms and Conditions Regarding Electronic Fund Transfers (Regulation E)

These terms and conditions do not apply to business and/or organizational accounts.

### Consumer Liability

You must tell us at once if you believe your ATM or Check Card has been lost or stolen. Telephoning the Credit Union immediately is the best way of minimizing your losses. You could lose all the money in your account, plus your maximum Overdraft Protection Line of Credit. If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your ATM or Check Card without authorization.

If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM or Check Card, and we can prove we could have stopped someone

from using your ATM or Check Card without authorization if you had told us, you could lose as much as \$500.

For Glass City Check Card transactions (not ATM transactions), liability is limited to a maximum of \$0 if the cardholder reports the loss or theft of the card within two (2) business days of discovery that the card was lost or stolen. If the cardholder reports the loss or theft of the card beyond two (2) business days of discovery, maximum liability is \$50. These limits with respect to unauthorized transactions may be exceeded to the extent under applicable law only if we have determined that the cardholder was grossly negligent or fraudulent in the handling of his or her account or card.

Also, 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 is 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 you believe your ATM or Check Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call (419) 887-1000 or (800) 837-3595, or write to us at 1340 Arrowhead Drive, Maumee, Ohio, 43537. Our business hours, for purposes of these disclosures, are Monday through Friday. Holidays are not included.

### **Our Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your Overdraft Protection Line of Credit.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions not stated in our agreement with you.

### **Error Resolution**

In case of errors or questions about your electronic transfers, call or write to us immediately upon finding the error or loss. If you think your statement or receipt is incorrect, or if you need more information about a transfer listed on the statement or receipt, we must hear from you not later than 60 days after we sent you the first statement on which the problem or error appears. The following information should be provided:

- Your name and account number.
- A description of the error or the transfer you are unsure of, an explanation of why you believe it is an error, or if you need more information.
- The dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the notice of error involves a new Glass City Check Card or ATM Card opened within 30 days after the first deposit to the account was made) after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if a notice of error involved an electronic fund transfer that a) was not initiated within a state, b) resulted from a point-of-sale debit card transaction, or c) occurred within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your Glass City Check Card or ATM Card account within 10 business days (20 business days if the Glass City Check Card or ATM Card was opened within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of

the documents that we used in our investigation.

### **Transfer Types and Limitations**

You may use your Glass City Check Card or Glass City ATM Card and your personal identification number (PIN) to do any of the following:

- Withdraw cash from your checking or savings accounts
- Make deposits to your checking or savings accounts
- Transfer funds between your checking and savings accounts
- Obtain balance information for checking and savings accounts
- Pay for purchases at retail locations that have agreed to accept the Check Card or ATM Card

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

### **Limitations on Frequency of Transfers**

For security reasons, there may be limits on the number of transfers you can make using our terminals or point-of-sale transfers.

### **Limitations on Dollar Amounts of Transfers**

- You may transfer up to the available balance at that time in your account.
- You may withdraw up to \$200 cash per day with your Check Card or ATM Card and PIN.
- You may purchase up to \$1,000 (or the available balance in your account, whichever is less) of goods or services each day you use your Check Card at accepted merchants.

### **Documentation**

- Terminal Transfers- You can get a receipt at the time you make any transfer to or from your account using one of the ATMs or point-of-sale terminals.
- Periodic Statements- You will receive a monthly account statement.

### **Direct Deposit and Transfer Documentation**

You will receive an account statement each month unless there are no transfers or other qualifying account activity in a particular month. You will receive a statement every quarter regardless of the activity on your account.

If you have told us in advance to make regular payments out of your account:

- You can stop any of these payments by calling us at (419) 887-1000 or writing us at 1340 Arrowhead Drive, Maumee, Ohio, 43537, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing, and get it to us within 14 days after you call. We will charge you for each stop payment order you give. Please refer to the Fee Schedule for the Credit Union's current fees.

We will disclose information to third parties about your account or the transfers you make for any of the following reasons:

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

**PAL (Telephone Banking)** - Use PAL to request an account withdrawal (via a check being mailed or otherwise delivered to you) from your Primary Share Account or other savings or checking; or transfer funds to other savings or loan accounts with the Credit Union.

**Cyber PAL Bill Pay (Online Banking)** - You may use Cyber PAL Bill Pay to pay bills online with funds from your Glass City checking account. All other terms and conditions regarding Electronic Fund Transfers also apply to Bill Pay.

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

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do

so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Ohio as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## **PAL (Telephone Banking) & Cyber PAL (Online Banking) Usage Agreements**

By usage of a Personal Identification Number (PIN or password) in conjunction with PAL and/or Cyber PAL, a member has certified his or her acceptance of the terms and conditions contained in this agreement and any subsequent disclosures affecting electronic funds transfer provided to the member by the Credit Union.

The following terms and conditions apply to usage of the Credit Union's PAL telephone banking and/or Cyber PAL online banking and online Bill Pay service:

1. The member will only authorize the owner or joint owners on the Primary Share Account to use this service. The member will not disclose his or her PIN or otherwise make it available to anyone not authorized to sign on to the member's Primary Share Account.
2. The Credit Union may terminate this agreement and the member's use of PAL and/or Cyber PAL if any of the following occurs:
  - a. The member or any joint owner on the account breach this or any other agreement with the Credit Union.
  - b. The Credit Union has reason to believe that there has been an unauthorized use of the member's PIN.
  - c. The member or any joint owner on the account notify the Credit Union in writing that this agreement is cancelled.
3. Amendments to this agreement may be provided to the member in accordance with applicable law without reinstatement of these terms. The use of PAL and/or Cyber PAL is subject to such other terms, conditions and requirements as the Credit Union may establish at any time.
4. The member waives all present or future claims against the Credit Union and releases said Credit Union from all responsibility for loss or damage not caused by the Credit Union's negligence which the member may incur through unauthorized transactions of any kind from the member's account or accounts through the custody and use of the member's PIN.
5. If the member defaults in any amounts he or she owes under this agreement, the member agrees to pay any and all attorney fees and collection costs incurred by the Credit Union to the extent allowed by law. The member further understands that the member's PIN is not transferable, and the member will not disclose the PIN or permit any unauthorized use thereof.

## **Money Market Savings Agreement**

- The account, whether it be individual or joint in name, is for the personal use of the member(s) only and is nontransferable.
- Periodic statements will be provided to the member(s) not more frequently than once per month at the Credit Union's option. Any objection respecting any item shown on a periodic statement of the Money Market Savings is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed.
- The Credit Union reserves the right to refuse accounts and/or the use of the Money Market Savings at its discretion, and to terminate the deposit relationship at any time and without notice.
- A minimum balance of at least \$2,000 must be maintained in the account at all times. No interest will be paid on the account for any days during the month in which the minimum balance is not maintained. All deposits must be a minimum of \$250. The minimum amount for a withdrawal is \$500.
- There are no minimum investment periods, no early withdrawal penalties, no sales charges, nor any other commissions or fees associated with the Money Market Savings.

- Withdrawals from the Money Market Savings are limited to no more than three per month.
- Interest on the Money Market Savings is paid at a variable rate, and rates may vary based on the balance in your account. Please refer to the Credit Union's Rate Schedule for rate and Annual Percentage Yield (APY) information.
- Interest on the Money Market Savings is determined by the Board of Directors of the Credit Union, which declares the rate daily. Interest will be paid directly to the account each month, based on the daily declared rate. Members will have the security of Federal insurance protection provided by the National Credit Union Share Insurance Fund (NCUSIF).
- This agreement governing the use of the Money Market Savings may be amended at any time by posting such amendment in a conspicuous place in the Credit Union lobby. Such amendments will become effective immediately upon being posted, unless otherwise stated.

## **Money Market MAX Agreement**

- The account, whether it be individual or joint in name, is for the personal use of the member(s) only and is nontransferable.
- Periodic statements will be provided to the member(s) no more frequently than once per month at the Credit Union's option. Any objection respecting any item shown on a periodic statement of the Money Market MAX is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed.
- The Credit Union reserves the right to refuse accounts and/or the use of the Money Market MAX at its discretion, and to terminate the deposit relationship at any time and without notice.
- A minimum balance of at least \$50,000 must be maintained in the account at all times. No interest will be paid on the account for any days during the month in which the minimum balance is not maintained. All deposits must be a minimum of \$250. The minimum amount for a withdrawal is \$500.
- There are no minimum investment periods, no early withdrawal penalties, no sales charges, nor any other commissions or fees associated with the Money Market MAX.
- Withdrawals from the Money Market MAX are limited to no more than 3 per month.
- Interest on the Money Market MAX is paid at a variable rate, and rates may vary based on the balance in your account. Please refer to the Credit Union's Rate Schedule for rate and Annual Percentage Yield (APY) information.
- Interest on the Money Market MAX is determined by the Board of Directors of the Credit Union, which declares the rate daily. Interest will be paid directly to the account each month, based on the daily declared rate. Members will have the security of Federal insurance protection provided by the National Credit Union Share Insurance Fund (NCUSIF).
- This agreement governing the use of the Money Market MAX may be amended at any time by posting such amendment in a conspicuous place in the Credit Union lobby. Such amendments will become effective immediately upon being posted, unless otherwise stated.

## **Share Certificate Policy/Disclosure Statement**

All share certificates may automatically renew at the current dividend rate (following a 7-business day grace period).

### **Plan: 3-Month Share Certificate**

- \$1,000 minimum balance is required.
- Dividends are earned from the date of deposit and paid upon maturity of the certificate, by check or transfer to the member's account. Dividends do not compound.
- Penalty for early withdrawal is forfeiture of all 91-days' dividends.

### **Plan: My Generation 12-Month Share Certificate**

- \$250 minimum balance is required.
- Dividends will be compounded and paid quarterly from the date of issuance. The annual percentage yield assumes that dividends remain on deposit until maturity and that a withdrawal reduces the earnings on the account.
- Penalty for early withdrawal is forfeiture of dividends earned since the date of issuance, or 90-days' dividends, whichever is smaller.

### **Plan: 6-Month to 60-Month Share Certificate**

- \$500 minimum balance is required.
- Dividends will be compounded and paid quarterly from the date of issuance. The annual percentage yield assumes that dividends remain on deposit until maturity and that a withdrawal reduces the earnings on the account. Member may also choose a non-compounding certificate at a 12 or 24-month term. Dividends are paid monthly by check or transfer to the member's account.
- Penalty for early withdrawal for term of 6 months to 1 year is forfeiture of dividends earned since date of issuance or 90-days' dividends, whichever is smaller. Penalty for early withdrawal for term of more than 1 year is forfeiture of dividends earned since date of issuance or 180-days' dividends, whichever is smaller.

### **Plan: 12-Month to 60-Month IRA Share Certificate**

- \$1,000 minimum balance is required.
- Dividends will be compounded and paid quarterly from the date of issuance. The annual percentage yield assumes that dividends remain on deposit until maturity and that a withdrawal reduces the earnings on the account.
- Applicable tax penalties and any required notice apply for premature withdrawals.
- An IRA Share Certificate cannot be pledged as security for a credit union loan.
- Penalty for early withdrawal of a 12-month IRA share certificate is forfeiture of 90-days' dividends, regardless of the age of the certificate. Penalty for early withdrawal of an 18-60 month IRA share certificate is forfeiture of 180-days' dividends, regardless of the age of the certificate. The forfeiture of dividends does not apply if the early withdrawal is made following the member's disability, or attainment of not less than 59 ½ years of age.

## **Safe Deposit Box Rental Agreement**

When you rent a Safe Deposit Box, you will be required to sign a Safe Deposit Box Rental Agreement identifying authorized users of the box. In consideration of rental funds paid to us by a member, we hereby permit member use of the safe deposit box bearing the assigned number and space, located in our safe deposit vault for a one-year period from the date of agreement with renewal in subsequent terms of one year each, and the same conditions and terms stated herein. If a written agreement is not executed, this agreement itself shall operate as a renewal or successive renewals, upon advance payment of the annual charge and subject to the right of termination shown here.

The member and Credit Union agree that said box and space will be used in accordance with the following rules, terms, conditions and agreements (Lessor = the Credit Union; Lessee = the Member):

- Rent will be paid annually in advance of any renewal in accordance with the fee schedule of Lessor in effect at the time payment is due. The yearly rental fee will be automatically deducted from the undersigned's Primary Share Account each year the first week of the month during which the box was originally rented. At the Credit Union's option, it may consider failure of the Lessee to surrender the keys to the safe at the expiration at end of the rental year as constituting a renewal of the lease on said safe for another year. All renewals shall be on the same terms and conditions and with the same authorizations as to access as were in force for the year immediately preceding, subject to such changes as may be made in any access authority by written instrument of the Lessor into such changes or modifications in these terms and conditions as may be made by the Credit Union.
- Upon payment of the annual rent, the lease will continue for an additional term upon the same general terms and conditions.
- Lessor will designate certain areas where the contents of the box may be examined. Access to the box will be at such hours as the Lessor shall designate. In consideration of the CU permitting such access to the safe by a person duly authorized by the Lessee, the Lessee agrees to indemnify and save harmless the CU against any wrongful act on the part of such duly authorized person resulting in any way from such access.
- By signing an appointment form acceptable to Lessor, the Lessee may appoint a Deputy to have access to or surrender the box. The authorization shall be unlimited and unrestricted as to purpose. By notifying the Lessor in writing at the office or branch where the box is located, the Lessee may revoke the authority of a Deputy.

- Until effective notice of revocation is received, or until conclusive notice of the death or legal incapacity of the Lessee is received, any action of the Lessor in reliance upon a Deputy or Power of Attorney Appointment shall be fully binding upon the Lessee, and his or her heirs, executors, or personal representatives, and the Lessee will indemnify and hold harmless the Lessor against any unauthorized act of any person authorized by him or her to enter the box.
- The Lessee, a properly appointed Deputy, Power of Attorney, Guardian or Personal Representative will be the only parties who have access to the box.
- The Lessee acknowledges receipt of two keys to the box and agrees to return them to the Lessor upon termination or expiration of the lease. The Lessee will promptly notify the Lessor if a key is lost. If both keys to a box are lost, the lock must be forcibly removed and locks changed in the presence of the Lessee.
- Any expense incurred by the Lessee in opening or repairing the box or in changing locks caused by the Lessee's loss or failure to deliver a key will be paid by Lessee.
- The Lessor reserves the right to terminate the lease at any time upon ten (10) days advance written notification to the Lessee and upon refunding the unearned portion of rent paid.
- If the lease expires or is terminated by either party, the Lessee will promptly surrender the keys and remove all property from the box. If the Lessee does not do so within ten (10) days, the Lessor shall have the right to forcibly enter the box at the expense of the Lessee and to sell the contents at public auction upon ten (10) days published notice. Proceeds of sale shall be held in a special account for benefit of the Lessee. The amount of unpaid rent, the cost of forcing the box, expenses of sale, and monthly charge for holding the balance until claimed or delivered to the State as unclaimed funds shall be deducted from the proceeds of sale. Five (5) years from the date of expiration of the lease, the balance of the account will become "unclaimed funds" in accordance with Chapter 169 of the Ohio Revised Code and will be placed under the control of the Ohio Director of Commerce.
- The Lessor has a right to consider that a box has not been surrendered until it has been emptied, the keys returned, and the Lessor notified of the surrender in writing.
- The Lessee must pay all rental fees and other charges due before access to the box is permitted.
- The box is leased to the Lessee for the purpose of keeping items such as securities, coins, jewelry and valuable papers. The Lessee agrees that the box will not be used for the deposit of any intoxicating liquors, narcotics or any property of any explosive or destructive nature, or for any unlawful purposes.
- The responsibility of the Lessor is limited to the exercise of ordinary care in preventing access to the box by any person other than the Lessee or his or her authorized representative. The Credit Union shall not be in any way liable for any losses resulting from fire, flood or other events beyond its control. No unauthorized opening of a safe shall be inferable from proof of any loss of contents. The Lessee of the box shall be solely responsible for the contents of the box, and shall hold the Credit Union harmless from any and all liabilities arising out of items deposited in the box or for any of the contents therein.
- In accordance with State Law, access to the box may be frozen upon the death of the Lessee or Deputy.
- In the event any rent becomes due and remains unpaid for a period of 30 days after mailing and filing notice of rental delinquency to the Lessee by registered mail to his or her address, then appearing on the CU's record, the CU at its option may forcibly open the safe and remove the contents thereof, thereafter holding said contents on special deposit or custody account, subject to a lien for payment of all accrued rent, plus custody charges equivalent annually to such rent, plus cost of opening together with 6% thereon per annum. The CU shall also have the right to dispose of the contents of the safe at public or private sale without further notice to the Lessee of the safe, and after payment of all account amounts due to the CU, hold any balance remaining to the credit of the Lessee.
- The Lessee agrees to follow such other rules or regulations as Lessor may make.

## **Notice of Privacy Practices for Credit Union Members**

### **Important Information about the Personal Data your Credit Union Collects and How that Data is Used.**

To assure the continued privacy and confidentiality of your personal financial records, your Credit Union implements the following practices and procedures:

**Information We Collect.** We gather nonpublic information about you from some or all of the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, assets and income.
- Information about your transactions with us, our affiliates, or others – such as your account balance, payment history, parties to transactions, and credit card usage.
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

**Information We Disclose.** We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf, or to other financial institutions with whom we have joint marketing agreements. We may also disclose information about you under other circumstances as permitted by law.

**Our Security Measures.** We restrict access to nonpublic information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with Federal Regulations to guard your nonpublic personal information.

Credit Union members and the public may receive additional copies of this notice of privacy practices by contacting the Credit Union.