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# AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT, FEE SCHEDULE, AND PRIVACY POLICY DISCLOSURE. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements And Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean KEMBA FINANCIAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements And Disclosures. The word "Card" means any ATM Card or MasterCard Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "Instant Access," whereas Our Personal Computer Account Access System is hereinafter referred to as "Online Banking" and Our Remote Internet Access System is hereinafter referred to as "Mobile Banking." "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

## KEMBA FINANCIAL CREDIT UNION MEMBERSHIP

To apply for membership with KEMBA Financial Credit Union, You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments and the terms of these Agreements And Disclosures. By applying for Credit Union membership and/or Credit Union services, You warrant the truth of the information contained in Your application for membership and/or in subsequent representations to Us. You realize that such information will be relied upon by Us in determining Your initial membership eligibility, as well as Your continued eligibility for such Credit Union services. You authorize Us, Our employees and agents to investigate and verify any information provided to Us by You when applying for Credit Union membership and/or Credit Union services. Such authorization can extend to any person, association, firm, corporation or personnel office furnishing information concerning Your affairs upon Our request, including, but not limited to, providing credit and employment history information.

Credit Union membership is granted to applicants within KEMBA Financial Credit Union's common bond as outlined in the Credit Union's Charter and By-laws.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from organizations within the Credit Union's common bond; and organizations of such persons. By signing Your application for membership, You acknowledge receipt, and agree to the terms and conditions in these Agreements And Disclosures, including the terms and conditions which apply to Your Accounts.

## FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined therein) may sponsor family members for Credit Union membership. Eligible family members include certain persons related by blood, marriage, or adoption, as well as those individuals within the same household.

## ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH KEMBA FINANCIAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC SERVICES AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

### ACCOUNT OWNERSHIP

**JOINT ACCOUNTS.** If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners with right of survivorship. The joint Owners of the Accounts hereby agree with each other and with Us that all sums, whenever paid into the Accounts by any or all of the joint Owners to the credit of the 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 Us from any liability for such payment. You authorize Us to recognize any of the signatures subscribed in Your application for membership, the payment of funds or the transaction of any business for the Accounts. We can release or pay any amount on deposit in Your Account to any Owner. We can honor checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred and checks cashed against any Account are subject to collectability from such Account if returned unpaid. Any or all of the joint owners may pledge all or any part of the shares in the Accounts as collateral security to a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. The right or authority of the Credit Union under these Agreements And Disclosures shall not be changed or terminated by said owners or any of them except by written notice to Us, which shall not affect transactions made prior to such notice. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

We reserve the right to require written consent of all joint account Owners for change of ownership or termination of an account. If We receive written notice of a dispute between joint account Owners or receive inconsistent instructions from said joint account Owners, We may suspend or terminate the account, require a court order to act, or require that all joint account Owners agree in writing to any transaction concerning the account.

**CUSTODIAL ACCOUNTS.** Any custodial Account is subject to the Ohio Transfers To Minors Act and it is Your responsibility to determine any legal effects related to this type of Account. You understand and agree that the gift of money to the minor named at the time You open such Account includes all dividends thereon and any

future additions thereto, is irrevocable and is made in accordance with and is to include all provisions of the Ohio Transfers To Minors Act as it is now or hereafter amended. The age of delivery to custodian FBO minor shall be in accordance with the applicable section of the Ohio Revised Code.

**TRUST ACCOUNTS.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. It is Your responsibility to determine and understand any legal effects related to this type of Account. You agree that all sums, whenever paid to the Trust Account, shall be held by the Trustee(s) in trust for the beneficiary(ies) named in such Trust, subject to the right of the Trustee(s) to revoke the same in whole or in part by, and to the extent of, the withdrawal of sums from the Account. Upon the death of the Trustee (or if more than one, upon the death of the last surviving Trustee), the balance remaining in the Account shall be distributed by the Credit Union to the beneficiary or, if there is more than one beneficiary, then to the beneficiaries then living in equal shares unless otherwise designated in the Trust documentation. Where more than one Trustee appears on the Account, withdrawals and the pledge of shares against loans may be made by any Trustee acting alone (unless two signatures are required). Shares paid in by the Trustees shall be owned equally. Upon the death of one Trustee, all rights in and to the Account shall belong to any surviving Trustee. In the event of conflicting demands for funds under the Account, the Credit Union may require the signatures of each of the Trustees. For Revocable and Living Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union, and any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal unless otherwise provided for in the Trust documentation. If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if the Settlor is deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and only if the Settlor is deceased. If the Beneficiary dies (in the case of a natural person), or is no longer in operation as a validly constituted, registered and/or licensed entity under applicable state law (in the case of a charity or non-profit organization), the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable

## ACCOUNT AGREEMENT (continued)

to the Credit Union. If at any time, the Trustee is deemed incompetent by a court of legal jurisdiction or is unable or unwilling to serve, the Trust documentation shall determine the successor Trustee.

**AUTHORIZED SIGNERS.** If You establish Your Account with authorized signers, or You subsequently appoint any authorized signers, You understand and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions You have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to Us. It is Your responsibility to determine any legal effects related to Your appointing any authorized signers on Your Account.

**PAYABLE-ON-DEATH STATUS.** If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if You and any joint Owners are deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and You and any joint Owners are deceased. Upon Your death and the death of any joint Owners, the funds on deposit will be paid to the beneficiary(ies) of record in equal shares unless You designated otherwise. If, however, none of the payable-on-death beneficiaries You named is alive (or in operation as a validly constituted, registered and/or licensed entity under applicable state law in the case of a charity or non-profit organization) at Your death, the funds will be paid to the party or parties as required by applicable law. It is the responsibility of all Account Owners to determine any legal effects of opening and maintaining an Account with payable-on-death status.

**FIDUCIARY ACCOUNTS.** If Your Account is established as a fiduciary Account, You warrant that You are authorized to open a fiduciary Account and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our policies. Fiduciary Accounts may only be operated in a manner that conforms to applicable law, and in no event will the Credit Union be liable for the actions of the fiduciary and/or obligated to ensure that the fiduciary's actions are in accordance with any instructions that have been provided to them. It is Your responsibility to determine and understand any legal effects related to this type of Account.

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

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

**OTHERWISE, THIS ARBITRATION SECTION OF THESE AGREEMENTS AND DISCLOSURES WILL APPLY WITHOUT LIMITATION, REGARDLESS OF WHETHER: (1) YOUR ACCOUNT(S) IS CLOSED; (2) YOU PAY US IN FULL ANY OUTSTANDING DEBT YOU OWE US; (3) YOU FILE FOR BANKRUPTCY; OR (4) YOU SUBSEQUENTLY RECEIVE ANOTHER COPY OF THESE AGREEMENTS AND DISCLOSURES FOLLOWING ANY AMENDMENT(S) THERETO. YOUR OPT-OUT NOTICE MUST INCLUDE YOUR NAME, ADDRESS, PHONE NUMBER, ACCOUNT NUMBER AND PERSONAL SIGNATURE. NO ONE ELSE MAY SIGN THE OPT-OUT NOTICE FOR YOU. YOUR OPT-OUT NOTICE ALSO MUST NOT BE SENT WITH ANY OTHER CORRESPONDENCE. REJECTION OF ARBITRATION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES**

**UNDER THESE AGREEMENTS AND DISCLOSURES OR OUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THESE AGREEMENTS AND DISCLOSURES, AND ALL OTHER TERMS AND CONDITIONS OF THESE AGREEMENTS AND DISCLOSURES SHALL REMAIN IN FULL FORCE AND EFFECT. IF YOU OPT-OUT OF ARBITRATION, NEITHER YOU NOR US WILL BE SUBJECT TO THE ARBITRATION PROVISIONS IN THESE AGREEMENTS AND DISCLOSURES.**

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

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

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

**INDEMNITY.** You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements And Disclosures and/or Your failure to abide by its terms. In the event of any claim made by or against Us, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense promptly defend, indemnify, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You, and only You, may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument

## ACCOUNT AGREEMENT (continued)

for deposit at Our sole discretion. If You deposit an item (e.g. cash, check or by electronic means), and it is returned unpaid, We will debit Your Account for the amount of the item and may charge You a fee. If the returned item is found to be counterfeit, not only will Your Account be debited and a fee assessed, but the item(s) may not be returned to You and instead forwarded to the appropriate law enforcement agency. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearing house in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds.

Except for Debit Card and ACH transactions, in processing items presented for payment on Your Account, We will pay such items each business day based solely on the amount of the item presented for payment (with the smallest item paid first, the next smallest item will be paid second, so forth and so on). For Debit Card and ACH transactions, in processing items presented for payment on Your Account, We will pay such items each business day in the order they are received. This means that regardless of the type of transaction or item paid, such transactions may not be processed in the order in which they occurred and You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us (if any), in the amount necessary (or in such increments as We may from time to time determine) to Your Account(s) whenever needed to pay any debit transaction (e.g. checks, pre-authorized transfers, or transactions made through the use of a debit card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account's available balance (as defined in these Agreements and Disclosures) is less than the amount required to pay such amount(s). You may be charged a fee for each such transfer of funds from one Account to another Account, and made by Us in order to pay in full the amount of any debit transaction (e.g. checks, pre-authorized transfers, or transactions made through the use of a debit card, or other electronic means, as is applicable (including any in-person transaction), that overdraw Your Account.

If You have a line of credit with Us, transfers will be made first from Your Primary Savings or other such share Account, provided You have enough available funds in that Account, then from Your line of credit up to Your available credit limit, and then We may elect to pay such overdraft, subject to any preference You have indicated to Us for clearing any overdraft(s). Overdraft transfers are subject to a transfer fee. You hold Us harmless and release Us from any and all liability which might otherwise exist if a transfer does not occur.

**OVERDRAFTS.** You understand and agree that We may from time to time, and at Our sole discretion, pay any debit transaction (e.g. checks, pre-authorized transfers, or transactions made through the use of a debit card, or other electronic means, as is applicable (including any in-person transaction), that would overdraw Your Account, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any share drafts that would overdraw Your share draft Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out. We may also charge a fee when paying ATM and everyday debit card transactions, which We would otherwise decline due to nonsufficient funds in Your Account, if after receiving notice of Our overdraft service(s) and related fees, You affirmatively consent to Our payment of such ATM and everyday debit card transactions that would otherwise be declined due to nonsufficient funds and charge You the applicable fees related to each such payment. Our standard overdraft practices are fully described in the separate courtesy pay agreement.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A) are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any 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 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 the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for 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. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account.

**EXPENSES.** In addition to any fees We may charge You in connection with any attachment, garnishment or levy against Your Account(s) as set forth in these Agreements And Disclosures (including the fee schedules attached hereto), If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE OR DORMANT ACCOUNTS.** Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Fee. If no activity occurs in Your Account within the time period specified by applicable state law, the property in Your Account may be subject to transfer to the applicable state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**ELECTRONIC COMMUNICATIONS.** By applying for Credit Union membership and/or Credit Union services, You authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or certificate account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding Your Account(s) and any other accounts You may maintain with Us from time to time including, but not limited to, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We obtain for You in the future. To the extent permitted by law, We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have executed or subsequently execute any separate Disclosure and Consent to Receive Electronic Documentation or similar form, any communications covered by such Disclosure and Consent shall be subject to the terms and conditions set forth in that document.

## ACCOUNT AGREEMENT (continued)

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

**CREDIT REPORTING NOTICE.** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements And Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

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

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause (which includes, but is not limited to, members that have failed to abide by the terms and conditions of these Agreements And Disclosures). At Our discretion, We also have the right to pay any share draft presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes, but is not limited to, members that have: (a) a loan that is sixty or more days delinquent; (b) a primary share Account balance below the \$5.00 minimum; or (c) caused a financial loss to the Credit Union.

**SURVIVAL OF EVENTS.** All provisions of these Agreements And Disclosures survive the cancellation, suspension, termination and or completion of such Agreements And Disclosures.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

**AGREEMENTS AND DISCLOSURES.** The Agreements And Disclosures provided to You at the time You opened Your Account and referred to throughout these Agreements and Disclosures contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements And Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** You may ask Us orally to stop payment on a share draft and We may charge You a fee for doing so. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen cashier's, teller or certified check and We may charge You a fee for doing so. If You do, You agree

to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of: (a) the 90th day after the issuance date of the check (or 90th day following the date of acceptance, in the case of a certified check); or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

**SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES.** Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS.** You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

**SHARE DRAFT SAFEKEEPING.** Share draft Safekeeping is automatic on Your Account and Your cancelled share drafts will not be returned to You. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You or notified You that an electronic statement was available (subject to applicable law). If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

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

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address. We may ask You to provide Your change of address in writing. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

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

**SEVERABILITY.** We do not lose Our rights under this or any related agreement if We delay enforcing them. If any provision, section or portion of this or any related agreement is determined to be unenforceable or invalid, all other provisions, sections, and portions remain in full force and effect.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Ohio, except to the extent that federal law controls. The exclusive venue for any litigation (that is not subject to arbitration) involving the parties that arises out of or relates to this Agreement shall be the state or federal courts located in Franklin County, Ohio.

## ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

### SPECIFIC TERMS APPLICABLE TO YOUR PRIMARY SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$5.00.

### SPECIFIC TERMS APPLICABLE TO YOUR SECONDARY SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR REWARDS SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** Once Your Account is established, You may not make any deposits into Your Account.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR CHRISTMAS CLUB TERM SHARE ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Maturity Date.** Your Account will mature on the 1st day of November of each year.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any funds before the maturity date. The penalty imposed will equal \$10.00.

**Renewal Policies.** Your Account will renew automatically at maturity and there is no grace period following the maturity date to make withdrawals without penalty. Upon maturity, Your entire balance then on deposit will automatically be transferred to Your Primary Savings Account.

### SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the

accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$1,000.00. You must maintain a balance at least equal to \$1,000.00 in Your Account each day to avoid a fee and to keep Your Account open.

**Transaction Limitations.** Once Your Account is established, the first \$1,000.00 of Your principal balance may only be accessed or otherwise withdrawn through in-person, share draft/check, or ACH transactions, and will be excluded from the available balance used for all overdraft calculations and may not be used to satisfy an overdraft.

### SPECIFIC TERMS APPLICABLE TO YOUR ELEMENTS CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Additional Information.** Upon reaching Your 18th birthday, the entire balance existing at that time will automatically be transferred to a Hassle-Free Checking Account, subject to the terms and conditions of such Account.

### SPECIFIC TERMS APPLICABLE TO YOUR HASSLE-FREE CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR FRESH START CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Additional Information.** If You maintain Your Account for six (6) or more consecutive months with less than six (6) non-sufficient funds returns during that time period, You may request that We close Your Account and transfer all the funds in Your Account to a Hassle-Free Checking Account, subject to the terms and conditions of such Account. If You maintain Your Account for more than twelve (12) consecutive months with less than twelve (12) non-sufficient funds returns during that time period, We will close Your Account and transfer all the funds in Your Account to a Hassle-Free Checking Account, subject to the terms and conditions of such Account. If You maintain Your Account for more than 24 months We will close Your Account and transfer all the funds in Your Account to a Hassle-Free Checking Account, subject to the terms and conditions of such Account.

### SPECIFIC TERMS APPLICABLE TO YOUR HIGH PERFORMANCE CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** You must maintain an average daily balance at least equal to \$1,000.00 in Your Account each dividend period to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR HEALTH SAVINGS ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the

## ACCOUNT DISCLOSURES (continued)

accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account. Health Savings Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your Health Savings Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR TERM SHARE CERTIFICATE ACCOUNT

**Fixed Rate Information.** These Accounts are subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$500.00. You must maintain a balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

**Maturity Date.** Your Account will mature after the term indicated on the accompanying account disclosure rate supplement.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the greater of: (i) 50.00% of the dividends accrued on the principal amount withdrawn; (ii) 7 days dividends' accrued on the principal amount withdrawn; or (iii) \$25.00.

**Renewal Policies.** Your Account will renew automatically at maturity. You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

**Transaction Limitations.** Once Your Account is established, You may not make deposits into Your Account until the maturity of Your Account. If You exceed this limitation, Your Account may be subject to closure by the Credit Union.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA TERM SHARE CERTIFICATE ACCOUNT

**Fixed Rate Information.** These Accounts are subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$250.00. You must maintain a balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

**Maturity Date.** Your Account will mature after the term indicated on the accompanying account disclosure rate supplement.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the greater of: (i) 50.00% of the dividends accrued on the principal amount withdrawn; (ii) 7 days dividends' accrued on the principal amount withdrawn; or (iii) \$25.00.

**Renewal Policies.** Your Account will renew automatically at maturity. You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

**Transaction Limitations.** Once Your Account is established, You may not make deposits into Your Account until the maturity of Your Account. If You exceed this limitation, Your Account may be subject to closure by the Credit Union.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Member in Good Standing.** The Account services described in these Agreements And Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes, but is not limited to, members that have:

- a loan that is 60 or more days delinquent.
- a primary Share Account balance below the \$5.00 minimum.
- caused a financial loss to the Credit Union.

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us, You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your primary Share Account drops below one share (\$5.00), for a period of six months or more, We may, at Our option, close Your Account.

**Non-sufficient Funds Returns.** To the extent permitted by law, any share draft or pre-authorized transfer, or transaction made through the use of a debit card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient funds to pay any such item may, at Our option, be returned for non-sufficient funds or We may honor any such item and in each case We may charge You a fee for doing so.

**Overdraft Balance Calculation.** When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual Account balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual Account balance. The result of this calculation at any given point in time is called Your "available balance."

Regardless of the balance type (e.g. actual Account balance or available balance) used to calculate an overdraft, the following information applies. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment together with such checks that are returned unpaid and subsequently represented for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), and all reinitiated electronic fund transfer (EFT) debit transactions (such as preauthorized payments), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and all levies, reversals, Credit Union fees and charges. You will be charged a fee each time a check or other debit transaction is presented for payment when there are insufficient funds to pay such amounts. This means that regardless of the type of transaction or item, the merchant or payee, or the number of times that a debit transaction is processed, You could incur a fee each and every time there is insufficient funds to pay a given transaction, and You could incur multiple fees in a single day should there be insufficient funds to pay all items presented for payment that day.

For the purpose of determining whether an overdraft has occurred, We use Your actual Account balance. We add all of the settled credit transactions to the beginning actual Account balance and then We subtract all of the debit transactions that have settled that day. This determines the new actual Account balance. Each debit transaction that We process when Your Account has, or will have, a negative actual Account balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when we dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your actual Account balance, and if You have any questions You should contact a Credit Union representative.

**Withdrawal of Dividends Prior to Maturity.** For all certificate Accounts, the Annual Percentage Yield assumes that dividends remain on deposit until maturity. A withdrawal will reduce earnings.

**Variable Rate Information.** For all Variable Rate Accounts, the dividend rate and APY may change at any time based on the determination of the Credit Union's Board of Directors.

**Additional Transaction Limitations.** For all Accounts, the Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

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

**Compounding and Crediting.** For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. You will not be paid any accrued but uncredited dividends at the time You close Your Account. For all Accounts (except IRA Savings, Money Market, Health Savings, Term Share and IRA Term Share

## ACCOUNT DISCLOSURES (continued)

Accounts), the dividend period is monthly, and dividends will be compounded and credited to Your Account monthly. For IRA Savings, Money Market, Health Savings, Term Share and IRA Term Share Accounts, the dividend period is monthly, and dividends will be compounded daily and credited to Your Account monthly.

**Balance Computation Method.** For all dividend-bearing Accounts (except IRA Savings, Money Market, Health Savings, Term Share and IRA Term Share Accounts), dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance for the average daily balance calculation period. The average daily balance is determined by adding the full amount of the principal in Your Account for each day of the period and

dividing that figure by the number of days in the period. For IRA Savings, Money Market, Health Savings, Term Share and IRA Term Share Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in Your Account each day.

**Accrual on Noncash Deposits.** For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place noncash items (e.g. checks) into Your Account.

**Fees and Charges.** Any fees and charges applicable to Your Account are disclosed in the separate "Fee Schedule" section of these Agreements And Disclosures.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE ("ATM") CARD, MASTERCARD DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("INSTANT ACCESS"), OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("ONLINE BANKING"), AND OUR REMOTE INTERNET ACCOUNT ACCESS SYSTEM ("MOBILE BANKING"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**ATM CARD, MASTERCARD DEBIT CARD, INSTANT ACCESS, ONLINE BANKING, MOBILE BANKING AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our Instant Access Audio Response system; (c) Our Online Banking Personal Computer Account Access System; (d) Our Mobile Banking system; and (e) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Our Instant Access Audio Response System, Our Online Banking Personal Computer Account Access System, Our Mobile Banking system, E-Check or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your share or share draft Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your share Account in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.** You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with ATM Card and MasterCard Debit Card transactions and separate Access Codes to be used in conjunction with Instant Access, and Online Banking transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover (pay the amount of any debit, transaction or item in full) such transactions.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**OTHER AGREEMENT.** If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at KEMBA Financial Credit Union locations may not be posted to Your Account until they are received and verified by Us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

### TYPES AND LIMITATIONS OF SERVICES

**ATM CARD TRANSACTIONS.** You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate, not to exceed \$500.00 per day (share, line of credit and share draft combined), provided You have enough available funds in Your Account. At the present time, You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) make deposits to Your designated share and share draft Account(s); (b) withdraw cash from Your designated share and share draft Account(s); (c) transfer funds between Your designated share and share draft Accounts; and (d) learn the balances in Your designated share and share draft Accounts that You have with Us. For security reasons there are limits on the number of transactions that may be processed each day.

**MASTERCARD DEBIT CARD TRANSACTIONS.** You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate, not to exceed \$500.00 per day (share, line of credit and share draft combined), provided You have enough available funds in Your Account. You may also use Your Card in conjunction with Your share draft Account and PIN to purchase goods and services ("POS") at any business establishment where the Card is accepted, not to exceed \$3,000.00 per day, provided You have enough available funds in Your Account. At the present time, You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) make deposits to Your designated share and share draft Account(s); (b) withdraw cash from Your designated share and share draft Account(s); (c) transfer funds between Your designated share and share draft Accounts; and (d) learn the balances in Your designated share and share draft Accounts that You have with Us. For security reasons there are limits on the number of transactions that may be processed each day.

**INSTANT ACCESS TRANSACTIONS.** You may use Instant Access in conjunction with Your Access Code to make the following types of transactions: (a) telephone transfers of funds between Your share, share draft, Money Market (exclusive of the first \$1,000.00 of Your principal balance), and line of credit Accounts that You may have with Us; (b) make payments on Your loan Accounts that You may have with Us from Your share or share draft Accounts; (c) telephone withdrawal of funds from Your share or share draft Accounts that You may have with Us; (d) balance inquiries on Your Accounts; and (e) miscellaneous inquiries on Credit Union services that affect Your Account. Instant Access operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

**ONLINE BANKING TRANSACTIONS.** At the present time, You may use Online Banking in conjunction with Your Access Code and a personal computer for the following services: (a) transfers of funds between Your share, share draft, Money Market (exclusive of the first \$1,000.00 of Your principal balance), and line of credit Accounts that You may have with Us; (b) make payments on Your loan Accounts that You may have with Us from Your share or share draft Accounts; (c) balance inquiries on Your Accounts; (d) make payments from Your share draft Account to third-party creditors; and (e) miscellaneous inquiries on Credit Union services that affect Your Account. Online Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

**MOBILE BANKING TRANSACTIONS.** At the present time, You may use Mobile Banking in conjunction with Your Access Code and an internet enabled mobile computing device (e.g. smartphone or tablet) for the following services: (a) transfers of funds between Your share, share draft, Money Market (exclusive of the first \$1,000.00 of Your principal balance), and line of credit Accounts that You may have with Us; (b) make payments on Your loan Accounts that You may have with Us from Your share or share draft Accounts; (c) balance inquiries on Your Accounts; (d) make payments from Your share draft Account to third-party creditors; and (e) miscellaneous inquiries on Credit Union services that affect Your Account. Mobile Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

You may also use the Mobile Banking system to access the remote deposit system in conjunction with an imaging application/device, special software and an Access Code and/or User ID to initiate the deposit of checks into Your designated deposit Account(s) You have with Us. You understand and agree that the remote deposit of items into Your deposit accounts with Us through use of the remote deposit system is not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of items into Your designated deposit accounts with Us is instead governed solely by the terms and conditions set forth in the separate Virtual Deposit Terms & Conditions.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal Government or other payor), You can call Us at the telephone shown in this Agreement to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement, or write Us at the address shown in this Agreement in time for Us to receive Your stop payment 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. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**NOTICE OF VARYING AMOUNTS.** If regular pre-authorized payments may vary in amount, the person You are going to pay will tell You, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that You set.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except Online Banking, Mobile Banking, Telephonic and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers and balance inquiries, in the separate "Fee Schedule" section of these Agreements And Disclosures. We will explain the charges to You when You open Your Account. You will be provided with Online Banking and Instant Access information after Your Account is established. When You use an ATM not owned by Us, You may be charged one or more fees by the owner or operator, of such ATM and/or any network used in connection therewith for any transaction or balance inquiries made using such ATM and/or network, and, in addition to any such fees, You may be charged by Us for each fund transfer or balance inquiry (a fee for a balance inquiry may be charged by Us in addition to any fund transfer, and even if You do not complete a fund transfer).

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the debit card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at the telephone number shown in this Agreement or write to Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell Us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transactions that You did not make, You will tell Us at once. If You fail to tell Us within 60 days after We send You the periodic statement, You may not get back any money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use for Your MasterCard Debit Card as long as You report the loss or theft of Your MasterCard Debit Card within two business days. **If You report such loss or theft after two business days, or provide proper notification of other unauthorized MasterCard Debit Card transactions, Your liability for unauthorized use will not exceed \$50.00. These exceptions do not apply to transactions originating at an ATM.**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) 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.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.



## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at the telephone number shown in this Agreement. You may also report the loss of a Card, PIN, Access Code or any combination thereof, by writing to Us at the address shown in this Agreement. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You. For example, We may elect to eliminate certain types of electronic fund transfers and/or place additional limitations on the frequency or dollar amount of such transfers.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Ohio, except to the extent that federal law controls. The exclusive venue for any litigation (that is not subject to arbitration) involving the parties that arises out of or relates to this Agreement shall be the state or federal courts located in Franklin County, Ohio.

### FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT KEMBA FINANCIAL CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**Your Ability to Withdraw Funds.** Subject to the below and any other terms and conditions in these Agreements and Disclosures, Our policy is to make funds from Your cash and check deposits available to You on the 1st business day after the day We receive Your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once they are available, which You can confirm by checking the available balance of Your Account, You can withdraw the funds (not in excess of the available balance of Your Account) in cash and We will use the funds (not in excess of the available balance of Your Account) to pay checks that You have written and/or pay any other debits made by You from Your Account or presented to Us for payment from Your Account.

For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If You make a deposit before closing on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day We are not open, We will consider that the deposit was made on the next business day We are open.

**Longer Delays May Apply.** In some cases, We will not make all of the funds that You deposit by check available to You on the 1st business day after the day of Your deposit. Depending on the type of check that You deposit, funds may not be available until the 2nd business day after the day of Your deposit. The first \$225.00 of Your deposits, however, may be available on the 1st business day.

If We are not going to make all of the funds from Your deposit available on the 1st business day, We will notify You at the time You make Your deposit. We will also tell You when the funds will be available. If Your deposit is not made directly to one of Our employees, or if We decide to take this action after You have left the premises, We will mail You the notice by the day after We receive Your deposit.

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

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

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

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the 7th business day after the day of Your deposit.

**Deposits at Automated Teller Machines.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) We do not own or operate will not be available until the 5th business day after the day of Your deposit.

Except for select ATMs that We own or operate, You may not make deposits at ATMs that We own or operate. All ATMs that We own or operate, are identified as Our machines.

For deposits made at select ATMs that We own or operate, deposits will become available for withdrawal based on the availability schedule described above. For information on ATMs that We own and operate and those that can accept deposits please contact an associate at (614) 235-2395 or visit Our website at [www.kemba.org](http://www.kemba.org).

**Holds on Other Funds.** If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. 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 this policy for the type of check that You deposited.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, and federal, state, and local government checks will be available on the 1st business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,525.00 will be available on the 9th business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of Our employees, the first \$5,525.00 will not be available until the 2nd business day after the day of Your deposit. Funds from all other check deposits will be available on the 9th business after the day of Your deposit.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Dividend Payment Policy.** See the Account Disclosures section in these Agreements And Disclosures for Our policy on the payment of dividends.

### WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise.

## WIRE TRANSFER AGREEMENT (continued)

Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 90 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error

within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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## FEE SCHEDULE

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

<b>ATM/Debit Cards</b>	
KEMBA Owned ATM Transactions	Free and unlimited
Non-KEMBA Owned ATM Transactions (including balance inquiries) KEMBA Advantage* Member Age ≤ 23 Otherwise	8 free/month; \$2.00/each thereafter 6 free/month; \$2.00/each thereafter 4 free/month; \$2.00/each thereafter NOTICE: the above fees do not include, and are in addition to, any fees or charges charged by the ATM operator and/or network operator.
PLUS ATM Network Transactions	\$2.00/each
<b>Checking Accounts</b>	
Hassle-Free Checking KEMBA Advantage* Member Non-Advantage Members with an average daily balance of only \$500.00 in checking, or Direct Deposit to KEMBA of at least \$500.00/month, or age ≤ 23 Otherwise	Free Free \$6.95/month
High Performance Checking With an average daily balance in checking of only \$1,000.00 Otherwise	Free \$8.95/month
Elements Checking (ages 14-17)	Free
Fresh Start Checking With Direct Deposit of at least \$500.00 into checking Otherwise	\$8.95/month \$10.95/month
Checks KEMBA Advantage Member Otherwise	One free box per year** Varies by design
Check Copy Printed through Online Banking Phone/Branch/Email request for printed copy	Free \$5.00/copy
ACH and Check Stop Payments KEMBA Advantage Member Member request through Online Banking (excludes ACH) Otherwise	Free Free \$25.00/item
<b>Wire Transfers</b>	
Incoming Domestic or International Wire Transfer KEMBA Advantage* Member Otherwise	\$7.50 \$15.00
Outgoing Domestic Wire Transfer (\$100.00 minimum) KEMBA Advantage Member Otherwise	\$10.00 \$20.00
Outgoing International Wire Transfer (\$100.00 minimum) KEMBA Advantage Member Otherwise	\$35.00 \$45.00
<b>Miscellaneous</b>	
Membership Fee† KEMBA Advantage* Member With an average daily balance of only \$250.00 in combined total household deposits and loans, or an active loan, or an active checking account, or age ≤ 23 Otherwise	Free Free \$5.00/month
Payment By Phone (from/to non-KEMBA account) KEMBA Advantage Member Otherwise KEMBA Bill Pay	\$5.00 \$10.00 Free
Money Market Minimum Balance Fee With an average daily balance of at least \$1,000.00 in Money Market Otherwise	Free \$10.00/month
Signature Guarantee Fee KEMBA Advantage Member Otherwise	Free \$5.00
Account Research/Reconciliation KEMBA Advantage Member	\$20.00/hour \$10.00/hour
Statement Copy (duplicate paper copy) Access eStatement via Online Banking	\$5.00/copy Free
Cashiers Check, Money Order, or Official Check KEMBA Advantage Member Otherwise	\$2.50 \$5.00

**FEE SCHEDULE (continued)**

<b>Miscellaneous (continued)</b>	
Legal Process (garnishments, levies, escheatment)	\$25.00/per occurrence
Returned Deposit Item	\$12.00/each
Overdraft Transfer from one of Your Accounts to another Account (made by Us at Our option) in accordance with the Agreements and Disclosures to cover (pay the amount of any debit, transaction or item in full) an overdraft. Savings to Checking Credit Card to Checking Line-of-Credit to Checking	FREE \$5.00 + interest, per each transfer \$5.00 + interest, per each transfer
Early Account Closure Fee (For closing a personal or business account/relationship within the first 6 months of membership)	\$25.00
Non-Member Check Cashing Fee	\$5.00/each
Non-Sufficient Funds, Overdraft & Courtesy Pay Items (Maximum of 4 fees charged per day, per share account)	\$27.00/each
<p><i>*To earn KEMBA Advantage member status, the following requirements must be met each month: (1) Have an active checking account and make at least 15 qualifying transactions, which include any combination of the following: cleared checks, Debit Card transactions, online bill payments, electronic loan payments made from Your KEMBA checking account, automatic deposits or withdrawals, and Virtual Deposits; (2) Have Direct Deposit of Your entire payroll, Social Security, or pension check (minimum of \$1,000.00/month); (3) Receive eStatements. Subject to applicable law, KEMBA reserves the right to change or cancel this program at any time. If You meet the qualifications during a given calendar month, You will enjoy KEMBA Advantage benefits the next month. When any member of Your household qualifies for the KEMBA Advantage program, Your entire household will receive benefit of that program.</i></p> <p><i>**Limited to standard Regal check design.</i></p> <p><i>†Fee waived for first twelve months of KEMBA Membership.</i></p>	

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**FACTS**

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

**Why?** Financial companies choose how they share Your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires Us to tell You how We collect, share, and protect Your personal information. Please read this notice carefully to understand what We do.

**What?** The types of personal information We collect and share depend on the product or service You have with Us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When You are *no longer* Our member, We continue to share Your information as described in this notice.

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information, the reasons KEMBA Financial Credit Union chooses to share, and whether You can limit this sharing.

Reasons We can share Your personal information	Does the Credit Union share?	Can You limit this sharing?
<b>For Our everyday business purposes</b> - such as to process Your transactions, maintain Your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For Our marketing purposes</b> - to offer Our products and services to You	<b>YES</b>	<b>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>NO</b>
<b>For Our affiliates' everyday business purposes</b> - information about Your transactions and experiences	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For Our affiliates' everyday business purposes</b> - information about Your creditworthiness	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For non-affiliates to market to You</b>	<b>NO</b>	<b>WE DON'T SHARE</b>

**Questions?** Call 614.235.2395 or 800.282.6420 or go to [www.kemba.org](http://www.kemba.org)

**PRIVACY POLICY DISCLOSURE (continued)**

<b>What We do</b>	
<b>How does KEMBA Financial Credit Union protect my personal information?</b>	To protect Your personal information from unauthorized access and use, We use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does KEMBA Financial Credit Union collect my personal information?</b>	<p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay Your bills or apply for a loan</li> <li>• use Your credit or debit card</li> </ul> <p>We also collect Your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes — information about Your creditworthiness</li> <li>• affiliates from using Your information to market to You</li> <li>• sharing for non-affiliates to market to You</li> </ul> <p>State laws and individual companies may give You additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• KEMBA Financial Credit Union has no affiliates.</li> </ul>
<b>Non-Affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• KEMBA Financial Credit Union does not share with non-affiliates so they can market to You.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to You.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include categories of companies, such as financial service providers and insurance companies.</li> </ul>