



## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning Accounts the Credit Union (Credit Union) offers. In this Agreement, the words "you" and "yours" mean anyone who signs an Account Card or Account Change Card (Account Card). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedule), if applicable, Electronic Funds Transfer Agreement and Disclosure, and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments of these documents from time to time which collectively govern your Membership and Accounts.

**1. Membership Eligibility.** To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) \$25.00 share ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**2. Single Party Accounts.** A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

**3. Multiple Party Accounts.** A Multiple Party Account established under the Maryland Multiple Party Accounts Law includes joint accounts, POD accounts and trust accounts. An account owned by two or more persons is a joint account.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one party dies, all sums in the account will pass to the surviving party(ies). For an account without rights of survivorship, the deceased party's interest passes to his or her estate. A surviving party's interest is subject to the Credit Union's statutory lien for the deceased party's obligations, and to any security interest or pledge granted by a deceased party, even if a surviving party did not consent to it.

b. Control of Accounts. Any party is authorized and deemed to act for any other party(ies) and may instruct us regarding transactions and other account matters. Each party guarantees the signature of any other party(ies). Any party may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares (except the membership share) without the consent of the other party(ies). We have no duty to notify any party(ies) about any transaction. We reserve the right to require written consent of all parties for any change to or termination of an account. If we receive written notice of a dispute between parties or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all parties to act.

c. Liability of Parties on an Account. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the parties, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any party on an account is indebted to us, we may enforce our rights against any account of a party or all funds in the joint account regardless of who contributed them.

d. POD/Trust Account Designations. A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the party(ies) during his, her or their lifetimes and, when the last party on an account dies, payable to any named and surviving POD payee or trust beneficiary. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

**4. Accounts for Minors.** We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**5. Uniform Transfers to Minors Account.** A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

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

**7. Deposit of Funds Requirements.** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

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

d. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## **8. Account Access.**

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

c. ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution.

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

**9. Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

## **10. Transaction Limitations.**

a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

b. Transfer Limitations. For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of

these six, you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

**11. Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Rate and Fee Schedule and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

## **12. Overdrafts.**

a. Overdraft Liability. If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.

**13. Postdated and Statedated Drafts.** We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

## **14. Stop Payment Orders.**

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

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**15. Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**16. Credit Union Lien and Security Interest.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

**17. Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be

charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**18. Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

**19. Notices.**

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We will require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on the Rate and Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

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

**21. Statements.**

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

b. Examination. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**22. Inactive Accounts.** If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. Under Maryland law, all funds remaining in this interest-bearing or share account become the property of the State of Maryland after the account has been inactive for four (4) years in 2003 and three (3) years in 2004 and notice is sent to the member or depositor at that member's or depositor's last known address. This account will be considered inactive if the member or depositor has not: 1) increased or decreased the amount in the account; 2) presented the passbook or other similar evidence of the account for crediting of interest or dividends; 3) written to us about the account; or 4) otherwise indicated an interest in the account as evidenced by a memorandum on file with the Credit Union.

**23. Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

**24. Termination of Account.** We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

**25. Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

**26. Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

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

**28. Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**29. Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.



NIH  
Federal Credit Union

## FUNDS AVAILABILITY DISCLOSURE

This policy disclosure describes your ability to withdraw funds at NIH Federal Credit Union. It only applies to the availability of funds in "transaction accounts". Transaction accounts are accounts that do not limit the number or types of withdrawals or transfers you may make. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which of your accounts are affected by this policy.

**1. General Policy.** Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

**2. Determining the Availability of a Deposit.** When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Everyday is a business day except Saturdays, Sundays, and federal holidays. We have different cut-off hours for different locations. The earliest cut-off hour that might apply is 3:00 p.m. If you make a deposit before our cut-off hour 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 our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cut-off hours are available at the Credit Union.

If you make a deposit to an ATM that we own or operate before 12:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However we will consider deposits to an ATM that we own or operate made after 12:00 p.m. or on a day that we are not open as deposited on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

**3. Same-Day Availability.** Funds from electronic direct deposits to your account will be available on the same business day we receive the deposit.

**4. Next-Day Availability.** Funds from the following deposits are available by the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on NIH Federal Credit Union

**5. Next -Day Availability For Certain Deposits Made In Person.** Funds from the following deposits are available by the first business day after the day we receive your deposit if you make the deposit in person to one of our employees:

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

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

**6. Availability of Other Check Deposits.** The delay for other check deposits depends on whether the check is a local or a nonlocal check. To see whether a check is a local or a nonlocal check, look at the routing number on the check:

### PERSONAL CHECK

Pay to the order	_____ 20 _____
of _____	\$ _____
	_____ dollars
(Bank Name and Location)	_____
Ⓔ 234546789 Ⓔ ⑆0000000000⑆ 000	

Routing Number

### BUSINESS CHECK

Name of Company	_____ 20 _____
Address, City, State	_____
Pay to the order	_____
of _____	\$ _____
	_____ dollars
(Bank Name and Location)	_____
⑆00000000⑆ Ⓔ 234546789 Ⓔ ⑆0000000000⑆ 000	

Routing Number

If the first four digits of the routing number (1234 in the examples above) are 0520, 0521, 0522, 0540, 0550, 0560, 0570, 2520, 2521, 2522, 2540, 2550, 2560, or 2570 then the check is a local check. Otherwise, the check is a nonlocal check. Some checks are marked "payable through" and have a four- or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal. Our policy is to make funds from local and nonlocal checks available as follows:

- a. **Local checks.** The first \$100 from a deposit of local checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit will be available by Tuesday. The remaining \$600 will be available by Wednesday.
- b. **Nonlocal checks.** The first \$100 from a deposit of nonlocal checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the fifth business day after the day of your deposit. For example, if you deposit a \$700 nonlocal check on a Monday, \$100 of the deposit will be available by Tuesday. The remaining \$600 will be available by Monday of the following week.
- c. **Local and nonlocal checks.** If you deposit both categories of checks, \$100 from the checks will be available by the first business day after the day of your deposit, not \$100 from each category of check.

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

**8. Longer Delays May Apply.** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh (11<sup>th</sup>) business day after the day of your deposit.

**9. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available by the first 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 \$5,000 will be available by the ninth (9<sup>th</sup>) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available by the ninth (9<sup>th</sup>) business day after the day of your deposit.

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





## NIH FEDERAL CREDIT UNION

PO Box 6475  
Rockville, MD 20849-6475  
(301) 718-0208  
(800) 877-6440  
Fax: (301) 770-5372



### ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by NIH Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and share draft accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. **EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the Credit Union.
  - a. **ATM Card.** If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, STAR, Cirrus networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
    - Make deposits to your share and share draft accounts.
    - Withdraw funds from your share and share draft accounts.
    - Transfer funds from your share and share draft accounts.
    - Obtain balance information for your share and share draft accounts.
    - Make loan payments from your share and share draft accounts.
    - Access your Checkmate account.
    - Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that carry STAR, Cirrus network logo(s).

The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to a maximum of \$500.00 in any one day, if there are sufficient funds in your account.
- You may make fifteen (15) POS Transactions in any one day.
- You may purchase up to a maximum of \$2500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

- b. **Checklink VISA Check Card.** You may use your Card to purchase goods and services from participating merchants. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, STAR, Cirrus networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:
      - Make deposits to your share and share draft accounts.
      - Withdraw funds from your share and share draft accounts.
      - Transfer funds from your share and share draft accounts.
      - Obtain balance information for your share and share draft accounts.
      - Make loan payments from your share and share draft accounts.
      - Access your Checkmate account.
      - Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
      - Order goods or services by mail, telephone or the Internet from places that accept VISA.

The following limitations on the frequency and amount of Checklink VISA Check Card transactions may apply:

- You may make fifteen (15) Checklink VISA Check Card purchases per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$2500.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one day from an ATM machine, if there are sufficient funds in your account.

- You may make fifteen (15) POS Transactions in any one day.
  - You may purchase up to a maximum of \$2500.00 from POS terminals per day, if there are sufficient funds in your account
  - For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
  - You may transfer up to the available balance in your accounts at the time of the transfer.
  - See Section 2 for transfer limitations that may apply to these transactions.
- c. Access 24 Telephone Banking. If we approve the Access 24 Telephone Banking for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the Access 24 Telephone Banking to:
- Withdraw funds from your share and share draft accounts.
  - Transfer funds from your share and share draft accounts.
  - Obtain balance and history information for your share, share draft, loans, and money market accounts.
  - Access your Checkmate account.
  - Determine if a particular item has cleared.
  - Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
  - Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the Access 24 Telephone Banking via a touch tone telephone only. Access 24 Telephone Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- There is a limit of ten (10) transactions per call and certain limits on the account history information available.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share or share draft account.
  - Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share, and share draft account.
    - See Section 2 for transfer limitations that may apply to these transactions.
    - Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
    - Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
    - Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- f. CU@Home. If we approve the CU@Home for your accounts, a separate password will be assigned to you. You must use your password along with your account number to access your accounts. At the present time, you may use the CU@Home to:
- Transfer funds from your share, share draft and money market accounts.
  - Obtain balance information for your share, share draft, loans and money market accounts.
  - Make loan payments from your share and share draft accounts.
  - Access your Checkmate account.
  - Make bill payments to preauthorized creditors.
  - Receive online statements.

Your accounts can be accessed under the CU@Home via personal computer. CU@Home will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
  - See Section 2 for transfer limitations that may apply to these transactions.
- g. **Electronic Bill Payment.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of bill payments per day.

**2. Transfer Limitations.** For all Share, Holiday Club and Money Market accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

### 3. Conditions of EFT Services.

- a. **Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. **Foreign Transactions.**  
**VISA** Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percentage point. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- d. **Security of PIN Code.** You may use one or more PIN codes with your electronic funds transfers. The PIN codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN codes. You agree not to disclose or otherwise make your PIN codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use a PIN code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these PIN codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. Fees and Charges.** There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**5. Member Liability.** You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Card or Card number without your permission, and was either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(800) 877-6440  
Fax: (301) 770-5372  
TDD/TTY: (301) 881-5822  
or write to:

NIH Federal Credit Union  
PO Box 6475  
Rockville, MD 20849-6475

#### **6. Right to Receive Documentation.**

- a. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. **Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.
- c. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (301) 718-0208 or (800) 877-6440. This does not apply to transactions occurring outside the United States.

#### **7. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

#### **8. Business Days.** Our business days are Monday through Friday, excluding holidays.

#### **9. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

#### **10. Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.

- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. Billing Errors.** In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at:

(800) 877-6440  
 Fax: (301) 770-5372  
 TDD/TTY: (301) 881-5822  
 or write to:

NIH Federal Credit Union  
 PO Box 6475  
 Rockville, MD 20849-6475

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of 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 you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

**NOTE:** If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

**12. Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

**13. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Maryland and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. Enforcement.** You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**NIH Federal Credit Union**

P.O. Box 6475  
 Rockville, MD 20849-6475  
 Phone: (301) 718-0208  
 Fax: (301) 770-5372  
 TDD/TTY: (301) 881-5822  
 Toll Free Number: (800) 877-6440  
 Web Address: www.nihfcu.org

# TRUTH-IN-SAVINGS DISCLOSURE

Last Dividend Declaration Date

The rates and terms applicable to your account at the Credit Union are provided in this Truth-In-Savings Disclosure.  
 The Credit Union may offer other rates for these accounts from time to time.

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/Annual Percentage Yield	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	See Section 6
Share Accounts	/	Monthly	Monthly	Monthly (calendar)	\$25.00	---	\$25.00	Average Daily Balance	Account Transfer limitations apply.
Non-Dividend Share Accounts	/	---	---	---	\$25.00	---	---	---	Account Transfer limitations apply
Premier Money Market Accounts	/	Monthly	Monthly	Monthly (calendar)	\$10,000.00	\$10,000.00	\$10,000.00	Average Daily Balance	Account Transfer limitations apply
	/								
	/								
Tiered Money Market Accounts	/	Monthly	Monthly	Monthly (calendar)	\$2,500.00	---	---	Average Daily Balance	Account Transfer limitations apply
	/								
	/								
	/								
You Name It Accounts	/	Monthly	Monthly	Monthly (calendar)	\$5.00	---	\$5.00	Average Daily Balance	Account Transfer limitations apply
IRA Accumulation Accounts	/	Quarterly	Quarterly	Quarterly (calendar)	\$25.00	---	\$25.00	Average Daily Balance	Account Transfer limitations apply.
Holiday Club Accounts	/	Monthly	Monthly	Monthly (calendar)	\$5.00	---	\$5.00	Average Daily Balance	Account Transfer limitations apply.
Basic Share Draft Accounts	/	Monthly	Monthly	Monthly (calendar)	\$20.00	\$100.00	\$1,000.00	Average Daily Balance	---
Plus Share Draft Accounts	/	Monthly	Monthly	Monthly (calendar)	\$500.00	\$500.00	\$1,000.00	Average Daily Balance	---
Premier Share Draft Accounts	/	Monthly	Monthly	Monthly (calendar)	\$2,500.00	\$2,500.00	\$1,000.00	Average Daily Balance	---
	/								
Non-Dividend Basic Share Draft Accounts	/	---	---	---	\$20.00	\$100.00	---	---	---
Non-Dividend Plus Share Draft Accounts	/	---	---	---	\$500.00	\$500.00	---	---	---
Non-Dividend Premier Share Draft Accounts	/	---	---	---	\$2,500.00	\$2,500.00	---	---	---

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts.**

**1. Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the

dividend rate and frequency of compounding for an annual period. For Share, Premier Money Market, Tiered Money Market, You Name It, IRA Accumulation, Holiday Club, Basic Share Draft, Plus Share Draft and Premier Share Draft accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union

anticipates paying for the applicable dividend period. The **Premier Money Market** account is a Tiered Rate account. If your Average Daily Balance is \$9,999.00 or less, the first Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. If your Average Daily Balance is from \$10,000.00 to \$24,999.99, the second Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. If your Average Daily Balance is \$25,000.00 or greater, the third Dividend Rate and Annual Percentage Yield listed for this account will apply. The **Tiered Money Market** account is a Tiered Rate account. If your Average Daily Balance is from \$2,500.00 to \$9,999.99, the first Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. If your Average Daily Balance is from \$10,000.00 to \$24,999.99, the second Dividend Rate and range of Annual Percentage Yields listed for this account will apply. If your Average Daily Balance is from \$25,000.00 to \$49,999.99, the third Dividend Rate and range of Annual Percentage Yields listed for this account will apply. If your Average Daily Balance is \$50,000.00 or greater, the fourth Dividend Rate and range of Annual Percentage Yield listed for this account will apply. The **Premier Share Draft** account is a Tiered Rate account. If your Average Daily Balance is from \$1,000.00 to \$2,499.99, the first Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. If your Average Daily Balance is \$2,500.00 or greater, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. For all Tiered Rate accounts, once a particular range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account.

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

**3. Dividend Compounding and Crediting.** The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

**4. Accrual of Dividends.** For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

**5. Balance Information.** To open any account, you must deposit or already have on deposit at least the par value of one full share (\$25.00) in a Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Rate Schedule. For Premier Money Market, Basic Share Draft, Plus Share Draft, Premier Share Draft, Non-Dividend Basic Share Draft, Non-Dividend Plus Share Draft and Non-Dividend Premier Share Draft accounts, there is a minimum Daily Balance required to avoid a service fee for the dividend period. If the minimum daily balance is not met during each day of the dividend period, there will be a service fee as stated in the Rate Schedule. For Share, Premier Money Market, You Name It, IRA Accumulation, Holiday Club, Basic Share Draft, Plus Share Draft and Premier Share Draft accounts, there is a minimum Average Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. If the minimum average daily balance is not met, you will not earn the Annual Percentage Yield stated in the Rate Schedule. For accounts using the Average Daily Balance method as stated on the Rate Schedule, dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the dividend period. The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**6. Account Limitations.** For Share, Non-Dividend Share, Premier Money Market, Tiered Money Market, You Name It, IRA Accumulation and Holiday Club accounts, no more than six (6) pre-authorized, automatic, or telephone transfers may be made from each account to another account or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. For Holiday Club accounts, the entire balance will be transferred to another account of yours on or after November 1<sup>st</sup> and the account will remain open. If you wish to make any withdrawals before November 1<sup>st</sup>, the account balance must be drawn down to \$5.00. For Basic Share Draft, Plus Share Draft, Premier Share Draft, Non-Dividend Basic Share Draft, Non-Dividend Plus Share Draft and Non-Dividend Premier Share Draft accounts, no account limitations apply.

The rates appearing in this Schedule are accurate as of the Effective Date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.

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Effective Date:

**TRUTH-IN-SAVINGS DISCLOSURE**

Maturity Date:

The rates and terms applicable to your account at the Credit Union are provided in this Truth-In-Savings Disclosure.  
 The Credit Union may offer other rates for these accounts from time to time.

	Dividend Rate (%)	APY (%)	Terms	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
<input type="checkbox"/> <b>Share Certificate (\$1K) Accounts</b>										
91 Day			Fixed	\$1,000.00	Quarterly	Quarterly	Account's Term	Not Allowed	Allowed - see Transaction Limitations section	Automatic
182 Day										
12 Month										
18 Month										
24 Month										
36 Month										
60 Month										
<input type="checkbox"/> <b>Share Certificate (\$10K) Accounts</b>										
12 Month			Fixed	\$10,000.00	Quarterly	Quarterly	Account's Term	Not Allowed	Allowed - see Transaction Limitations section	Automatic
24 Month										
<input type="checkbox"/> <b>15 Month Add-on Share Certificate Accounts</b>										
15 Month			Fixed	• \$1,000.00 • \$10,000.00	Quarterly	Quarterly	Account's Term	Allowed-No Limit	Allowed - see Transaction Limitations section	Automatic
<input type="checkbox"/> <b>12 Month Jumbo Share Certificate Accounts</b>										
12 Month			Fixed	\$100,000.00	Monthly	Monthly	Account's Term	Not Allowed	Allowed - see Transaction Limitations section	Automatic

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts.**

- 1. Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.
- 2. Dividend Period.** For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.
- 3. Dividend Compounding and Crediting.** The compounding and crediting frequency of dividends are stated in the Rate Schedule.
- 4. Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. To open any account, you must deposit or already have on deposit at least the par value of one full share (\$25.00) in a Share account. Some accounts may have additional minimum opening deposit requirements. For all accounts, dividends are calculated by the Daily Balance method, which applies a periodic rate to the balance in the account each day.

**5. Accrual of Dividends.** For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**6. Transaction Limitations.** For all accounts, after your account is opened you may make withdrawals subject to the early withdrawal penalties stated below.

**7. Maturity.** Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

**Early Withdrawal Penalty.** We may impose a penalty if you withdraw from your account before the maturity date.

**Amount of Penalty.**

For 12 Month Jumbo Share Certificate accounts, the amount of early withdrawal penalty for your account is 90 days dividend.

For 15 Month Jumbo Share Certificate accounts, the amount of early withdrawal penalty for your account is 180 days dividend.

For Share Certificate (\$1K) and Share Certificate (\$10K) accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

- Terms of 12 months or less                      90 days dividends
- Terms of greater than 12 months              180 days dividends

**How the Penalty Works.** The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividend has already been paid, the penalty will be deducted from the principal.

**Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

(i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction

(ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment; or where the account is a Keogh Plan (Keogh) provided that the depositor forfeits an amount of at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59 ½ or becomes disabled.

**Renewal Policy.** The renewal policy for your accounts is stated in the Rate Schedule. For all accounts, your account will automatically renew for another term upon maturity. You have a grace period of 10 days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

**Nontransferable/Nonnegotiable.** Your account is nontransferable and nonnegotiable.

The rates appearing in this Schedule are accurate as of the Effective Date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.

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