MEMBERSHIP PACKET

(Revised10/01/2026

IMPORTANT NOTICE

The documents contained in this booklet are your permanent copies of NIH Federal Credit Union's Agreements and Disclosures. Please keep these for your records.

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MEMBERSHIP AGREEMENT AND DISCLOSURES

Privacy Disclosure

Membership and Account Agreement

Funds Availability Policy Disclosure

Electronic Fund Transfers Agreement & Disclosure

Truth-in-Savings Disclosure

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01901629-22861-C-1-013024 (228614)-e

Rev. 1/24

FACTS

WHAT DOES NATIONAL INSTITUTES OF HEALTH FEDERAL 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 account balances ▪ assets and employment information ▪ income and transaction history When you are *no longer* our member, we continue to share your information as described in this notice.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons National Institutes of Health Federal Credit Union chooses to share; and whether you can limit this sharing.

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

Questions?	Call toll-free 800-877-6440 or go to www.nihfcu.org

What we do

How does National Institutes of Health Federal Credit Union protect my personal information?	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.
How does National Institutes of Health Federal Credit Union collect my personal information?	We collect your personal information, for example, when you ▪ open an account or use your credit or debit card ▪ show your government-issued ID or apply for financing ▪ show us your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *National Institutes of Health Federal Credit Union has no affiliates*.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *National Institutes of Health Federal Credit Union does not share with our nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include financial advisors and insurance companies.*

Other important information

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of National Institutes of Health Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

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

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

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) 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 and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. SINGLE PARTY ACCOUNTS - A single party (individual) account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner'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, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. MULTIPLE PARTY ACCOUNTS - An account established under the Maryland Multiple Party Accounts Law includes joint accounts, POD accounts and trust accounts. A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one party dies, all sums in the account will pass to the surviving party(ies). For a joint 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 Joint 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 or authenticated request of any other party(ies). Any party may withdraw or transfer funds, pledge to us all or any part of the shares (except the membership share), or stop payment on items 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 in order to act.

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

4. POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the party(ies) during his, her, or their lifetimes and, when the last party dies, is payable to all surviving POD payees or trust beneficiaries. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD payee or trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint 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 amount on such account and for any related fees and charges. 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 except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

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6. 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 authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. 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 withdrawals. The account will terminate and be distributed in accordance with applicable law.

7. 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 except as required by applicable law.

8. 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 in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

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, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of 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. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

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

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

d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee 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 fund transfer.

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

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

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, 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 check or 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 information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

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

10. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or

equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

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

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

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

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

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

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

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

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

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is 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; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS

a. Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available 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 sufficient available balance in order to pay for an item. We will charge one NSF fee for each unique item presented for payment when funds are not available. Should this same unique item be represented, on a subsequent business day (within 28 calendar days) and the funds are not available, the item will be returned unpaid. The credit union will not assess an additional NSF fee on the subsequent business day for the representment of the unique item. If at any time the credit union pays a represented item via courtesy pay, a courtesy pay fee will be charged.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

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

b. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

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

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

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

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

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

  The following example illustrates how this works:

  Assume your actual and available balances are both $40, and you use your debit card at a restaurant to pay your bill totaling $30. If the restaurant requests authorization in the amount of $30, an authorization hold is placed on $30 in your account. Your available balance is only $10, but the actual balance remains $40. Before the restaurant charge is sent to us for payment, a check that you wrote for $40 is presented for payment. Because your available balance is only $10 due to the $30 authorization hold, your account will be overdrawn by $30 when the check transaction is posted to your account even though your actual balance is $40. In this example, if we pay the $40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be $30 or a different amount (for example, if you added a tip). Because the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will charge you

another fee for overdrawing your account, even though you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.nihfcu.org, at an ATM, by visiting a credit union branch or by calling us at 800.877.6440.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. 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 that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

16. STOP PAYMENT ORDERS

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

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. 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 have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

17. 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, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

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

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us

the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

21. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney 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.

22. 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.

23. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of 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 provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

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

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

25. STATEMENTS

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

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

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

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

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

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

27. 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. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card, Member Services Request, or other document which evidences a change to an account and accepted by us.

28. 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 you are no longer a member in good standing; as provided in any policy we have adopted regarding restricting services; or as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you if, for example: (1) your account is being misused; (2) you have demonstrated conduct which is abusive in nature; (3) you are no longer a member in good standing; (4) as provided in any policy we have adopted regarding restricting services; or (5) as otherwise permitted by law.

30. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

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

32. 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.

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

34. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Maryland. 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.

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

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

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

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

38. BINDING ARBITRATION AND CLASS ACTION WAIVER – RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes.

Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Disputes Covered by Arbitration.

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims".

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE 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. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Right to Reject this Resolution of Disputes by Arbitration provision.

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the opening of your account or the date of this notice, whichever is later. To opt out, send us written notice at the following address: Member Support, NIH Federal Credit Union, PO Box 6475, Rockville, MD 20849-6475.

Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

The Arbitration Proceeding.

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Costs.

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Severability, Survival.

These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Applicability.

Arbitration will not apply to Your Account as long as you are an active duty Service Member

Effective October 1, 2019

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at National Institutes of Health Federal Credit Union. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean National Institutes of Health Federal Credit Union. The term "check" means check or share draft, as applicable.

1. YOUR ABILITY TO WITHDRAW FUNDS – 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.

If you make a deposit before close of business at a staffed location or before 3:00 p.m. at an ATM that we own or operate 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 cutoff 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 business hours are available at the Credit Union.

INTERACTIVE TELLER MACHINES (ITMs): When the ITM is staffed, deposits are being made at a staffed facility. When the ITM is not staffed, deposits are being made at an ATM. The funds will be made available according to the General Policy.

2. DETERMINING THE AVAILABILITY OF A DEPOSIT – The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays.

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 that 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 National Institutes of Health Federal Credit Union

5. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON – If you make the deposit in person to one of our employees, funds from the following deposits are available by the first business day after the day we receive your deposit:

- 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 first $275.00 from a deposit of other 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 check of $700.00 on a Monday, $275.00 of the deposit will be available by Tuesday. The remaining $425.00 will be available by Wednesday.

7. 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 $6,725.00 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 seventh business day after the day of your deposit.

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the 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 $6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

9. HOLDS ON OTHER FUNDS FOR CHECK CASHING – 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.

10. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT – 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.

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

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by National Institutes of Health Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," 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 (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT 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. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, CO-OP, STAR, and Cirrus networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

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.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry CO-OP, STAR, and Cirrus network logo(s).
- Access your Checkmate account.

The following limitations on ATM Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of $500.00 in any one (1) 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. Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. 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. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may 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 personal identification number (PIN) in ATMs of the Credit Union, CO-OP, STAR, and 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.

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- 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 accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Debit Card transactions may apply:

- Purchase amounts are limited to the amount in your account.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of $500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of $3,500.00 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.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. Access 24 Telephone Banking. If we approve Access 24 Telephone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Access 24 Telephone Banking to:

- Transfer funds between your internal accounts.
- Perform cross account transfers.
- Obtain balance information for your share, share draft, loan, 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 Access 24 Telephone Banking via a touch-tone telephone only. Access 24 Telephone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Access 24 Telephone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- 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. 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, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or 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 electronic fund transfers out of your account(s) for money you owe others, you may stop payment on 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 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **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 purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund 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. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Transfer funds from your share, share draft, and money market accounts.
- Transfer funds to other member accounts.
- Obtain balance information for your share, share draft, loan, and money market accounts.
- Make loan payments from your share and share draft accounts.
- Access your Checkmate accounts.
- Make bill payments to preauthorized creditors.
- Receive online statements.
- Perform external transfers to and from accounts that you own at other Financial Institutions; see separate Terms and Conditions within the Online and Mobile Banking Registration Agreement provided upon registration.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 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. 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.

The following limitations on Online Banking transactions may apply:

- See Section 2 for transfer limitations that may apply to these transactions.

g. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your share, share draft, money market, and club accounts.
- Obtain balance information for your share, share draft, loan, IRA, money market, and club accounts.
- Make loan payments from your share, share draft, money market, and club accounts.
- Access your Checkmate accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Remote Deposit Capture ($5,000.00 daily limit; must be a member for 30 days before having access to this service); see separate Terms and Conditions for more details.
- External Transfers, there are daily and monthly limits to this service; see separate Terms and Conditions for more details.
- Zelle, there are daily and monthly limits to this service; see separate Terms and Conditions for more details.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 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. 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.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Bill Pay. 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 share draft account for bill payment transfer by the designated cutoff 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 schedule 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.

The following limitations on Bill Pay transactions may apply:

- See Terms and Conditions of the Bill Pay service within the Online and Mobile Banking Registration Agreement provided upon registration.

2. TRANSFER LIMITATIONS — For all share, Holiday Club, and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. 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 currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access 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 access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access 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 an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access 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 is hereby authorized by every other joint account owner, 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 — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, 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 funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. 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 or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, 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 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 a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were 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 after you learn of the loss or theft of your card or access code, you can lose no more than $50.00 if someone used your card or access code 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 or access code and we can prove we could have stopped someone from using your card or access code 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 including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 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 or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

800.877.6440
TDD/TTU 301.881.5822

or write to:

National Institutes of Health Federal Credit Union
PO Box 6475
Rockville, MD 20849-6475
Fax: 301.770.5372

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.

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, online/PC transactions, mobile access device 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 can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 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 800.877.6440 or TDD/TTU 301.881.5822. 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 an insufficient available balance in your account 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 Disclosure, 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, online/PC, or mobile banking 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 the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other 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 EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs 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 (PIN) or access 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 fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, 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 60 days after we sent the FIRST statement on which the problem appears. Call us at:

800.877.6440
TDD/TTU 301.881.5822

or write to:

National Institutes of Health Federal Credit Union
PO Box 6475
Rockville, MD 20849-6475
Fax: 301.770.5372

- 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 it is 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 determine whether an error has occurred 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 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 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 you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

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 as described above.

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 electronic transactions 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 losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE: 10/01/2026

The rates, fees and terms applicable to your account at the National Institutes of Health Federal Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	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 to Calculate Dividends	
Regular & Business Share	**0.010 / 0.010**	Monthly	Monthly	Monthly (Calendar)	$1.00	—	$1.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Regular & Business Premium Share	$5.00 to $4,999.99 **0.010 / 0.010** $5,000.00 or greater **0.030 / 0.030**	Monthly	Monthly	Monthly (Calendar)		—		Average Daily Balance	Account transfer and withdrawal limitations apply.
Regular & Business Premier Advantage Money Market	$0.00 to $9,999.99 **0.010 / 0.010** $10,000.00 to $24,999.99 **0.100 / 0.100** $25,000.00 or greater **0.200 / 0.200**	Monthly	Monthly	Monthly (Calendar)	—	—	—	Average Daily Balance	Account transfer and withdrawal limitations apply.
You Name It	**0.010 / 0.010**	Monthly	Monthly	Monthly (Calendar)		—	$5.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
IRA/Roth Savings	$0.00 to $5,000.00 **0.250 /0.250** $5,000.01 to $25,000.00 **0.250 / 0.250** $25,000.01 or greater **0.250 / 0.250**	Monthly	Monthly	Monthly (Calendar)	$1.00	—	—	Average Daily Balance	Account transfer and withdrawal limitations apply.
Holiday Club	**0.010 / 0.010**	Monthly	Monthly	Monthly (Calendar)	—	—	$5.00	Average Daily Balance	Account withdrawal limitations apply.
Complete Care Checking	**0.010 / 0.010**	Monthly	Monthly	Monthly (Calendar)	$25.00	$20,000		Average Daily Balance	—
Business Total Care Checking	**0.010 / 0.010**	Monthly	Monthly	Monthly (Calendar)	$100.00			Average Daily Balance	—

ACCOUNT DISCLOSURES

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 Regular & Business Share, Regular & Business Premium Share, Regular & Business Premier Advantage Money Market, You Name It, IRA/Roth Savings, Holiday Club, and Business TotalCare Checking

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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. Regular & Business Premium Share, Regular & Business Premier Advantage Money Market and IRA/Roth Savings accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered 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 the 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 earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Regular & Business Share, Regular & Business Premium Share, Regular & Business Premier Advantage Money Market, You Name It, IRA/Roth Savings, and Holiday Club accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends. However, for Holiday Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

5. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular or Premium Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Regular & Business Share, Regular & Business Premium Share, You Name It, and Holiday Club 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 requirement 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 in 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 principal 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 Regular & Business Share, Regular & Business Premium Share, Regular & Business Regular & Business Premier Advantage Money Market, You Name It, and IRA/Roth Savings accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. 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 paid to you by check or transferred to another account of yours on or after November 1 and the account will remain open. For Regular & Business Checking no account limitations apply.

7. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.
For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the

member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

8. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share $1.00 Number of Shares Required 1

9. RATES — The rates provided in or with the Rate Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

10. FEES — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

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

NCUA

National Credit Union Administration, a U.S. Government Agency

Regular Share Certificates-TRUTH-IN-SAVINGS DISCLOSURE

MATURITY DATE: Per Schedule EFFECTIVE DATE:10/01/2026

The rates, fees and terms applicable to your account at the NIH Federal Credit Union are provided with this Truth-in-Savings Disclosure. The credit union may offer other rates for these accounts from time to time.

RATE SCHEDULE

	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
☐ **Share Certificate**		Fixed Rate	$500.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
3 Month	3.562 / 3.625								
6 Month	3.320 / 3.375								
6 Month (Youth)	4.880 / 5.000								
12 Month	4.162 / 4.250								
18 Month	3.681 / 3.750								
24 Month	3.681 / 3.750								
36 Month	3.922 / 4.000								
60 Month	3.440 / 3.500								
☐ **Share Certificate**		Fixed Rate	$10,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
6 Month	3.319 / 3.375								
9 Month	3.922 / 4.000								
12 Month	4.162 / 4.250								
24 Month	3.681 / 3.750								
☐ **15 Month Bump Up Share Certificate**		Variable Rate - Member has discretion	$500.00 & $10,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
15 Month	4.162 / 4.250								
☐ **30 Month Bump Up Share Certificate**		Variable Rate - Member has discretion	$500.00 & $10,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
30 Month	3.440 / 3.500								
☐ 12 **Month JUMBO Share Certificate**		Fixed Rate	$100,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
12 Month	4.640 / 4.750								

4

ACCOUNT DISCLOSURES

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 Certificate, Share Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. During the term of your 15 Month Bump Up Share Certificate account(s), you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. During the term of your 30 Month Bump Up Share Certificate account(s), you may increase the rate times to the rate currently in effect for accounts of this type with the same term. 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 — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular or Premium Share account.

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IRA Share Certificates-TRUTH-IN-SAVINGS DISCLOSURE

MATURITY DATE: Per Schedule EFFECTIVE DATE:10/01/2026

The rates, fees, and terms applicable to your account at the NIH Federal Credit Union are provided with this Truth-in-Savings Disclosure. The credit union may offer other rates for these accounts from time to time.

RATE SCHEDULE

	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
☐ **IRA Share Certificate**		Fixed Rate	$500.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
3 Month	**3.802 / 3.875**								
6 Month	**3.561 / 3.625**								
12 Month	**4.402 / 4.500**								
18 Month	**3.922 / 4.000**								
24 Month	**3.922 / 4.000**								
36 Month	**4.162 / 4.250**								
60 Month	**3.681 / 3.750**								
☐ **IRA Share Certificate**		Fixed Rate	$10,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
6 Month	**3.561 / 3.625**								
9 Month	**4.162 / 4.250**								
12 Month	**4.402 / 4.500**								
24 Month	**3.922 / 4.000**								
☐ **15 Month Bump Up IRA Share Certificate**		Variable Rate - Member has discretion	$500.00 & $10,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
15 Month	**4.401 / 4.500**								
☐ **30 Month Bump Up IRA Share Certificate**		Variable Rate - Member has discretion	$500.00 & $10,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
30 Month	**3.681 / 3.750**								
☐ 12 **Month JUMBO IRA Share Certificate**		Fixed Rate	$100,000.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
12 Month	**4.879 / 5.000**								

ACCOUNT DISCLOSURES

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.

5. 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 Certificate, Share Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. During the term of your 15 Month Bump Up Share Certificate account(s), you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. During the term of your 30 Month Bump Up Share Certificate account(s), you may increase the rate times to the rate currently in effect for accounts of this type with the same term. 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.

6. 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.

7. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends are stated in the Rate Schedule.

8. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular or Premium Share account.

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Membership Limitation of Services and Expulsion Policy

Effective 12/01/2024

The National Institutes of Health Federal Credit Union (NIHFCU) will take appropriate action in response to member behavior that is illicit, threatening, abusive, or otherwise overly disruptive to NIHFCU operations or any activity that causes a financial loss or is associated with fraud or increased reputational or regulatory compliance risk to the NIHFCU.

Along with the NIHFCU bylaws, which require a membership to be terminated if the share account falls below the $1 par value for longer than six months, the NIHFCU will address unacceptable conduct for the protection of its members, employees, and property.

MEMBER EXPECTATIONS

All members are entitled to attend, participate, and vote at the annual and special meetings of the members and must maintain Par value in the regular share account. Access to other products, services, or facilities is not a membership right.

A Member in Good Standing:

Members in good standing retain all their rights and privileges in the NIHFCU. A member that meets all of the following is considered a Member in Good Standing:

1. Maintains a minimum regular share par value of $1 as defined within the NIHFCU's bylaws and this policy.
2. Has no account with an active limitation of service notation.
3. Has not caused an unrecovered monetary loss to NIHFCU.
4. Has **not** engaged in violent, belligerent, disruptive, or abusive activities such as:
    a. Violence, intimidation, threats, harassment, or physical or verbal abuse of duly elected or appointed officials or employees of the NIHFCU, members, or agents of the NIHFCU. This includes actions only on NIHFCU premises and through communication by telephone, mail, email, or other electronic methods.
    b. Causing or threatening damage to NIHFCU property.
    c. Permitting or engaging in unauthorized use of, or access to, NIHFCU property.
    d. Knowingly disseminating incorrect, misleading, confidential, or proprietary information regarding the NIHFCU.
    e. Taking any actions that may cause the NIHFCU material risk or financial harm.

f. Any action deemed as an attempt to defraud the NIHFCU, such as using counterfeit or altered IDs or misrepresenting personal nonpublic information.

Member *Not* in Good Standing-Limitation of Services

At a minimum, a member that is not in good standing will be subject to a limitation of NIHFCU services and may be subject to expulsion from membership.

Expulsion from Membership

NIHFCU may terminate your membership in one of three ways.

- **Special Meeting:** The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you with an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion.

- **Nonparticipation Maintaining Par Value in Regular Share Account:** The second way to terminate your membership is when a membership is found to not be in good standing, specifically related to not maintaining par value. Once the regular share account has been below par value for 6 months, the membership will automatically close.

- **For Cause:** The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union for cause (i.e., when a membership is not in good standing)

  Cause is defined as follows:

  (A) a substantial or repeated violation of the Membership and Account Agreement with NIHFCU.

  (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or

  (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to NIHFCU, including in connection with our employee's conducting business on behalf of us.

Before the board votes on an expulsion, NIHFCU must provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. NIHFCU must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with NIHFCU up to date, and to open and read notices from NIHFCU.

Unless the NIHFCU determines to allow otherwise, there is no right to an in-person hearing with the board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled.

You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the credit union. NIHFCU will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement.

Expulsion or withdrawal from membership does not relieve a member of their liability to the credit union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.

For additional information on the limitation of services or expulsion, see the Membership and Account Agreement Sections 28 and 29, The NIHFCU Membership Limitation and Expulsion Policy or Article XIV of the NIHFCU Bylaws.

2026 Schedule of Fees

Effective August 5, 2026

The following fees may be assessed against your account and are subject to change without notice except as required by law. Some fees may be waived on qualifying accounts. Please refer to specific product fee terms for additional information.

Electronic Banking Services	
Online Banking, Mobile Banking, Telephone Banking	Free
E-Statements	Free
Expedited Bill Payment	$5 each

ATM's and Debit Cards	
In-Network ATM Transactions *NIHFCU ATMs and over 30,000 surcharge-free Co-Op and Alliance One ATMs nationwide.*	Free
[1] Out-of-Network ATM Transactions *Transactions and/or inquiries at non-NIHFCU ATMs*	No fee from NIHFCU. However, a variable surcharge from the ATM owner may apply
Non-US Debit Card Transactions	1% of amount
Visa Debit Card Replacement	$5 ($25 for expedited delivery)

Account Services	
Account Number Change *Fee waived in cases of fraud*	$20
Account Reconciliation	$20 per hour (1 hour minimum)
[2] Account Research	$20 per hour (1 hour minimum)
Account Verification Letter	$10 each
Attachment or Levy on Account	$75 each
Verification of Deposit (VOD letter)	$15 each
Bad Address *Fee is charged when mail is returned to NIHFCU by the post office as undeliverable.*	$5 per month
Inactive Account *Fee assessed when an account becomes inactive. An Inactive Account is defined as any account that has not had a member-initiated transaction on any savings or loan product for over a period of 12 consecutive months.*	$10 per year if balance is less or equal to $50 $20 per year if balance is greater than $50

Paper Statement and Copies	
Paid Cashier's Check Copies	$5 each
Paid Check/Draft Photocopy	$5 each
[3] Paper Statements Mailed (Consumer) *Fee is waived for consumer accounts if the primary owner is age 65 or older* Paper Statement Mailed (Business)	$2 per Statement Cycle $3 per Statement Cycle
[4] Statement Copies (Consumer) Statement Copies (Business)	$2 per page $3 per page

Non-Sufficient Funds (NSF)	
Paid Consumer & Business NSF Items- active enrollment in the Courtesy Pay program is required. Per Item less than $10.01 Per Item greater than $10.01	 No Fee $30 per item
[5] Returned Unpaid NSF Items (consumer) [5] Returned Unpaid NSF Items (business)	$30 per item $35 per item
Returned Deposited/Cashed Item *Written by Account Owner*	$30 per item

Stop Payments and Check Replacements	
Check/Draft or ACH	$20 each
Stop Payments	$30 each
Cashier's Check Refund/Replacement	$20 each

Consumer Checking Account Monthly Fees	
CompleteCare Checking	$6.95 per month Waived with an Average Daily Balance greater than $20,000 in this account.
StandardCare Checking *(formerly CareFree checking)*	No monthly fee

Business Checking Account Monthly Fees	
CareFree for Business checking • Transactions • Cash Deposits • Batch Check Scanner Rental Fee	 No fee up to 200 transactions, then $0.50 per No fee up to $5,000, then $0.30 per $100 $40
TotalCare for Business checking • Transactions • Cash Deposits	 No fee up to 500 transactions, then $0.50 per No fee up to $10,000, then $0.30 per $100

• Batch Check Scanner Rental Fee	No fee

Wire Transfer Services	
Incoming –Domestic and International • Consumer Accounts • Business Accounts	$10 (Waived for CompleteCare Checking holders) $10 (Waived for Total Care Business holders)
Outgoing – Domestic • Consumer Accounts • Business Accounts	$20 (2 free per month for CompleteCare Checking) $20 (CareFree Business holders) $15 (Totalcare Business holders)
Outgoing – International • Consumer Accounts • Business Accounts	$40 $40 (CareFree Business holders) $20 (Totalcare Business holders)

Miscellaneous Services	
Cashier's Checks • Consumer Accounts • Business Accounts	$7 (1 free per month for CompleteCare Checking) $10 (CareFree Business holders) 1 Free per month then $10 each (Totalcare Business holders)
[6] Check Printing	*Speak to an NIHFCU representative for price list*
Special Collection	Cost plus $5
Notary Service	$1 per page (NIHFCU members) $2 per page (non-members)
Bond Redemption	Free for members $3 per item (non-members)
[7] Mortgage & Home Equity Loan Payoff Processing	$35 per request

Safe Deposit Box Annual Fees	
2 x 5" box: $40.00	3 x 10" box: $70.00
3 x 5" box: $45.00	5 x 10" box: $90.00
5 x 5" box: $60.00	10 x 10" box: $150
Other fees Drilling Fee: Actual cost; New Key: Actual Cost	

Fee Waivers and Terms:

Aggregate balances for fee waiver purposes means the combination of all NIHFCU savings account balances (based on average daily balance) and all outstanding NIHFCU loan balances, excluding first mortgages (not credit limits) held under the same member number. ***(Does not apply to Business Accounts***)

Average Daily Balance If a fee waiver requires a minimum average daily aggregate or savings balance, the balances for each day of the statement cycle will be added together and divided by the number of days in the

cycle to determine the average daily balance, and the fee waiver will apply if the average daily balance for the cycle is at or above the minimum.

Balance Tracking Balances are tracked by member number, not member name. If a fee waiver requires a minimum daily aggregate or savings balance, the fee waiver will apply to any statement cycle in which the balance remains at or above the required minimum each day of the cycle.

Courtesy Pay This service is made available to members who maintain an eligible checking account. While the main Courtesy Pay program does not cover all transactions, like ATM or Daily debits, the member can opt-in to the Plus program where these transactions are covered. The terms and conditions can be found in the Membership and Account Agreement. A per item fee applies to this service, based on the published fee disclosure.

Direct Deposit means a monthly direct deposit of at least $1,000 to NIHFCU savings, checking or money market account.

Surcharge-free ATM Networks: Surcharge free networks include NIHFCU, Credit Union Service Center Shared Branch, CO-OP and Alliance One. Members may also use Mid-Atlantic FCU ATMs with no surcharges. NIHFCU participates in a network of over 30,000 ATMs and foreign ATM fees may vary based on provider.

Savings balances for fee waiver purposes means the combination of all Share Savings, Checking, Money Market, Holiday, You-Name-It, and Time Share Certificate account average daily balances held under the same member number***. (Does not apply to Business Accounts***)

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1 **Non-Participating ATM Transactions-Fee Waivers per account type**
TotalCare Business Accounts- First (3) three checking transactions free then $2.50 each per month. This waiver does not apply to non-checking account transactions.

2 **Account Research**-Effective 09/09/2022, the Account Reconciliation Fee was combined with the Account Research Fee @$20 per hour.

3 **Paper Statements** Fee does not apply to Upgrade Members (all Upgrade Members are provided with e-statements), Complete Care Checking Members or Members who are currently enrolled in E-statements. *Effective 09/09/2022*

The paper statement fee is waived for consumer accounts if the primary owner is age 65 or older.

4 **Statement Copies**- Per our current Record Retention Policy, only the past 7 years of statements are available for printing. Any further inquiries could incur further Account Research fees. Effective 09/09/2022.

5 **Overdrafts-** If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available 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 sufficient available balance in order to pay for an item. We will charge one NSF fee for each unique item presented for payment when funds are not available. Should this same unique item be represented, on a subsequent business day (within 28 calendar days) and the funds are not available, the item will be returned unpaid. The credit union will not assess an additional NSF fee on the subsequent business day for the representment of the unique item. If at any time the credit union pays a represented item via courtesy pay, a courtesy pay fee will be charged.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

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

Negative checking balances must be repaid within 30 days. ***Certain restrictions apply as NSF items will be paid for checking accounts only; they are not paid on money market accounts even if they have checking privileges.*** Unless an Overdraft Plan with available funds or credit is set up by a checking account owner, payment of NSF items is not guaranteed. NSF items may not be paid for on accounts fewer than 60 days old, accounts that do not receive regular deposits, accounts where any owner's funds are subject to legal process or other claims, or on accounts where any owner is in default on any obligation to NIHFCU.

The fee of $30 per item paid on Consumer and Business Accounts will only be assessed on transactions of $10.01 or greater. Active enrollment in the Courtesy Pay program required. *Effective 09/09/2022*

6 **Check Printing**- The member is responsible for all express shipping charges for Check orders

7 **Mortgage & Home Equity Payoff Processing** is a fee that is assessed when a payoff request is received from a third party in conjunction with either the sale of a property or the refinance of a mortgage loan, where NIHFCU is not refinancing its existing mortgage loan.

8 **Complete Care Checking**

Exceptions Apply: Complete Care offers members a suite of services that may or may not be available to those members who reside outside of the United States of America.

With Early Payday, NIH Federal Credit Union may make incoming electronic direct deposits made through the Automated Clearing House (ACH) available for use up to two days before the scheduled payment date. Not all direct deposits are eligible for Early Payday. Early availability of direct deposits is not guaranteed and may vary from deposit to deposit. Early access to funds is dependent on submission of direct deposits by payor with a discernible description and standard fraud prevention restrictions. NIH Federal Credit Union is not responsible for fees or penalties from transactions in advance of an anticipated early direct deposit posting. Early Payday is available for personal accounts only. Eligible direct deposits are limited to electronic direct deposits of items such as your payroll, pension and government benefit payments made through the Automated clearing House (ACH) to your personal account. Other deposits or credits to your account, such as deposits of funds from person-to-person payment services (e.q., Zelle, Venmo, PayPal, or CashApp transfers), check or mobile deposits, and other online transfers or electronic credits are not eligible for Early Payday.

If NIH Federal Credit Union makes funds available early through Early Payday and the payor reverses or requests a return of the deposit, or the funds are otherwise uncollected by NIH Federal Credit Union, NIH Federal Credit Union may debit your account for the deposit amount previously made available early, which may draw your account into a negative balance.

Due to IRS tax reporting requirements, the service may not always be available (for example, Early Payday deposits will not be available to members for the last two business days of December.

BRANCH LOCATIONS

*For up to date BRANCH HOURS or call **800-877-6440***

NIH Building 31 Branch 9000
Rockville Pike Bldg. 31, Rm. 1A07
Bethesda, MD 20892

NIH Clinical Center Branch 9000
Rockville Pike
Bldg. 10, Rm. B1-C25
Bethesda, MD 20892

Rockville Metro Plaza Branch 111
Rockville Pike, Suite 100
Rockville, MD 20850

Shady Grove/NCI Branch 9609
Medical Center Drive Room 1E266
Rockville, MD 20850

Member Call Center
301-718-0208 (local)
800-877-6440 (toll free)
301-881-5822 TDD/TYY

*ITM = Interactive Teller Machine/ATM Only (video teller)

Fishers Lane/NIAID Branch
5601 Fishers Lane
Rm. 1H1079
Rockville, MD 20852

***ITM Only- Branch Closed Fall 2024**
Sibley Medical Center Branch
5215 Loughboro Rd., NW Suite 110
Washington, DC 20016

Executive Office 111 Rockville Pike
Suite 500
Rockville, MD 20850

*(ITM/ATM)
Blairs Shopping Center
1308 East West Highway
Silver Spring, MD 20910

*(ITM/ATM)
Suburban Hospital
2nd Floor next to Cafeteria
8600 Old Georgetown Rd
Bethesda, MD 20814

*(ITM/ATM)
Lobby
6701 Rockledge Drive
Bethesda, MD 20817

Account access 24 hours a day:

- Online Banking - nihfcu.org
- ACCESS 24 - Automated telephone access 301-838-0644 or 800-900-0644
- Password Reset 301-718-0208
- Debit/ATM Pin Change 866-985-2273

NIHFCU – General Correspondences
P.O. Box 6475
Rockville, MD 20849-6475

For a complete list of ATMs, Shared Branch Locations and other valuable NIHFCU information, please visit nihfcu.org

Online Privacy Policy

Introduction

NIH Federal Credit Union (NIHFCU) strives to serve your needs and protect your identity and any information we collect. Our efforts include all interactions you may have with NIHFCU, including but not limited to the use of NIHFCU Online Banking (OLB) and Mobile Applications (Apps).

We currently use the following Mobile Applications and collect and share only the data necessary to further enhance the member usage experience. Current Apps include, but are not limited to:

- [i]Android App available in Google Play
- [ii]iOS App available in Apple App Store
- Zelle ®SDKs requires use of device Contacts and Camera permissions in order to use select features properly. Both Apple & Google Play require the purpose of collecting and using this data in their respective policies and be disclosed.

For example, the NIHFCU Mobile Banking App collects and uploads end-user (Members) contact lists to simplify adding payees for Zelle person to person payments when members are enrolled in Zelle.

While using Zelle ®, to use the QR Code Feature, with your prior permission, NIH Federal Credit Union may collect or access pictures and other information from your device's Contacts, Camera, and Photos. Any information collected is used to provide features of the Zelle ® service and/or to improve the customize the user experience. The information may be uploaded to our servers, or it may be simply stored on your device. You can enable or disable access to this information at any time, through your device settings.

This Online Privacy Policy:

- Covers your interaction with NIHFCU, its affiliates, and companies engaged by NIHFCU and its affiliates to render online services or services via a mobile application
- Describes the categories of nonpublic personal information (Personal Information) that we may collect when you are interacting with or using our Apps
- Describes the categories of other persons or entities with whom we may share your Personal Information
- Discloses whether other parties may collect Personal Information about your online activities over time and across different websites when you use NIHFCU Apps
- Describes how you can review and request changes to any Personal Information we collect
- Describes how we will inform you of significant changes to our Online Privacy Policy

- Discloses if we engage in collecting Personal Information about your online activities over time and across different Websites or Apps
- Describes how we safeguard children's online privacy.

Privacy Statement

Your trust is essential to NIHFCU success, and we are committed to protecting the privacy of your personal information. The Federal Regulation, 12 CFR Part 716; this notice is provided to disclose the information privacy policies and practices of NIHFCU concerning personal information. This notice applies to current members and other current NIHFCU consumers such as joint account owners and joint loan obligors. It also discloses our online privacy policies and practices related to former members and former consumers of NIHFCU. "You" refers to current members and current consumers.

Collection of Personal Information

NIHFCU may collect Personal Information about you from several sources in providing services to you. These sources include but are not limited to applications for services, in-person, and phone conversations, consumer reporting agencies, and third parties such as employers with whom we confirm application information. Examples of the type of Personal Information we collect include your name, residence and business address, phone numbers, email addresses, Social Security number, date of birth, assets, income, and transaction history. NIHFCU Apps may also collect specific electronic data, such as your geolocation, IP address, and device identifier.

Disclosure of Personal Information

We are committed to maintaining your trust by preserving the privacy of your Personal Information while offering you competitive financial products and services.

NIHFCU discloses Personal Information about you to unaffiliated third parties as allowed or required by law. This may include disclosures:

- to the federal government as required by tax reporting laws and financial transaction reporting laws
- in response to valid subpoenas
- to other financial institutions involved in processing your transactions
- to our auditors, regulatory examiners, and legal advisers
- to consumer reporting agencies
- To third-party vendors such as our statement printer, the Zelle network, and card transaction processors with whom we contract to assist in providing products and services to you.

We reserve the right to disclose Personal Information we have collected as indicated in the NIHFCU Privacy Notice or as required or allowed by law.

Sharing of Personal Information

Per the NIHFCU Privacy Notice, we disclose Personal Information to unaffiliated third-party joint marketing partners. Joint marketing partners are other financial institutions with whom we have made agreements to market and provide financial products and services to you jointly. While we do not warrant the products or services provided by joint marketing partners, we believe they represent excellent value for you. Examples of joint marketing partners include insurance companies that offer low-cost mortgage protection, life insurance, and investment advisors. We reserve the right to disclose Personal Information to joint marketing partners.

Although NIHFCU does not share with unaffiliated third-party companies, except as provided by our Privacy Notice, we are aware that you may choose to do so to use their services.

For example, you may authorize a third-party company to access your Personal Information and account data to enable additional financial recommendations or services. An example would be authorizing Zelle to collect the member's contact list to expedite the Zelle payments or other similar services or Apps.

Because third-party companies have access to your Personal Information and Account Data and may use your account sign-in credentials to provide the service, we recommend ***caution*** when granting such access.

Some third-party companies may use other companies to assist in providing services or accessing your Personal Information or Account Data. Anyone or all of these companies may be storing your Personal Information or Account Data. NIHFCU will not be responsible for using or disclosing any Personal Information or Account Data accessed by, or on behalf of, any company or person to whom you provide your NIHFCU sign-in credentials or account information. We do not control the privacy, security, or accuracy of Personal Information that may be held by third-party companies, which are governed by their privacy policy and data security program. We are also not responsible for any fees associated with these third-party services.

When you provide your NIHFCU sign-in credentials to a third party, you will be deemed to have authorized all transactions or actions initiated by that third party using the access information you provided, whether you are aware of the specific transaction or action.

When revoking access authority given to third-party companies, we strongly recommend changing your NIHFCU password to ensure added security. NIHFCU reserves the right to block or disable third-party access to any account without notice for security and other reasons.

We reserve the right to disclose any Personal Information we have collected about former members and former consumers of NIHFCU products and services and will do so only as permitted or required by law.

Keeping Accurate Information

We must have accurate and up-to-date Personal Information about you. If your information is incomplete, inaccurate, or out of date, please contact us at 800-877-6440 or visit a branch. You may also review and request changes to certain Personal Information such as your email address, mailing

address, and phone number by submitting a request to update via the Secured Messaging within Online Banking.

Keeping Personal Information Secure

We require all vendors and joint marketing partners to sign written agreements confirming they will maintain commercially reasonable safeguards to preserve Personal Information security and to use the information for purposes we have authorized. Within NIHFCU, we maintain internal controls, policies, and procedures, including physical and electronic data security systems, to maintain your information private. These controls, policies, and procedures are reviewed regularly.

All employees and volunteers preserve the security and confidentiality of members' Personal Information and receive required training on information security.

General Use

As a general policy, NIHFCU does not automatically collect Personal Information from website or App users. However, NIHFCU may sometimes collect and store non-personal information from website and App users. For example, information that measures the number of visitors to the website and the types of usage of the Apps is beneficial to the credit union. It also tracks the route a user travels within the NIHFCU website or the frequency of usage of the Apps to better serve users through improved design and navigation.

Online Banking (Member-Only Area)

Personal information may be collected when a member has registered to enter the member-only Online Banking area of the website or select an App from the preferred Mobile Application store. This information enables NIHFCU to restrict access to this information, which provides security for the members.

Cookies

The NIHFCU website requires cookies – small pieces of information a website stores on a user's web browser. For example, cookies are required to help protect the privacy of a member's transactions by automatically terminating online sessions if the member forgets to log out. Cookies cannot capture a user's email address, obtain data from the user's hard drive, or gain confidential or sensitive information about the user. Cookies used by NIHFCU will not contain or capture unencrypted Personal Information.

Cookies allow NIHFCU to collect information such as browser type, time spent on the site, pages visited, language preferences, and your relationship with us. We use the information for security purposes, facilitate navigation, display information more effectively, personalize/tailor your experience with us, and recognize your device to allow online products and services.

NIHFCU collects statistical information about website and App usage to continually improve the design and functionality, monitor responses to our advertisements and content, understand the usage, and assist with resolving questions regarding the site.

Users can refuse to accept cookies, and most devices and browsers offer privacy settings for cookies. Users will need to manage cookie settings for each device and browser; however, if the user does not accept cookies, the user may be inconvenienced using the site and some online products and services. For example, we will not be able to recognize your device, and you will need to answer a challenge question each time you log in.

Online Forms and Applications

NIHFCU provides forms and applications online to serve the needs of its members better. NIHFCU only uses personal information provided via any online form to process members' service requests.

Email Communication

NIHFCU staff may use Personal Information transmitted to NIHFCU to respond to inquiries for service or information. Since email messages may not be secure against interception by unauthorized individuals, NIHFCU encourages users to seek secured messaging or other secured alternatives when necessary to provide sensitive or Personal Information. Likewise, NIHFCU will not transmit sensitive or Personal Information that can compromise or violate users' privacy when communicating via email.

Browsers and Encryption

NIHFCU recommends using a 128-bit browser which is available from Microsoft. NIHFCU strongly recommends using a 128-bit browser for all financial activity as it further protects members from potential data interception.

Children's Online Privacy Protection Act

NIHFCU recognizes its responsibility to protect the privacy of our youngest members, and we are committed to protecting our young members and other users of our website. NIHFCU intends to comply with the Children's Online Privacy Protection Act (COPPA), which governs and protects the privacy of our youngest members. For these guidelines, our youngest members are children under 13. The online financial services offered through the website are not designated for or directed toward children under 13. Parents of individuals within this age group may register for online accounts.

We do not knowingly solicit or collect data from children, and we do not knowingly market to children online without express parental consent or notification. Suppose we receive online information from someone we know is a child, including Personal Information such as name, address, email, account number, phone, and social security number. In that case, we will only use the information to respond

directly to the child's request, seek parental consent, or provide parental notice. We will not sell, give, or share the Personal Information to/with any third-party vendor or any other organization.

A parent or guardian has the right to review the Personal Information collected on a child under 13 years old. If requested, the parent or guardian may have the information deleted and refuse to allow further collection or use of the child's information. To make such requests, please get in touch with NIHFCU at 800-877-6440.

NIHFCU may collect information on domain names, dates and times of visits, and the number of page views. This information contains no personal information and will only be used to keep track of usage of our site and help improve members' overall website experience. Visitor information is never sold, given, or discussed with third parties. For more information about COPPA, visit the FTC website, www.ftc.gov.

Policy Updates

NIHFCU may change or update this policy from time to time and notify members by providing the appropriate notification via the published policy. The published version will include a revision date and a last revised date. Any changes to the Online Privacy Policy will become effective when posted unless indicated otherwise.

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[i] The "Android" Operating System name, the Android logo, the "Google Play" brand, and other Google trademarks, are the property of Google LLC.

[ii] Apple® iDevice Operating System, the Apple brand, and other Apple trademarks are the property of Apple Inc

Online Consumer/Business Wire Widget Terms

1. Description of Services

a. The Wire Widgets is a convenient way for members to initiate a Wire Request to transfer money to domestic and international recipients **(International Wire Request via Online Wire Widget is currently not available – contact Member Support at 800-877-6440 to submit request).**

b. The Wire Widget is available to both Consumer and Business accounts.

c. The member must complete a Wire Agreement, and the credit union approves, before being granted access to the Wire Widget to submit the first Wire Request via Online Banking.

d. When completing the Wire Request, the **USER MUST ENTER THE COMPLETE WIRING INSTRUCTIONS OF THE RECEIVING INSTITUTION. IF INSTRUCTIONS ARE INCOMPLETE OR THEY CONTAIN ERRORS, THE TRANSACTION PROCESSING MAY BE DELAYED OR CANCELED. SOME LIMITS AND OR RESTRICTIONS APPLY.**

2. Eligibility and User Profile

You agree to the terms and conditions when you enroll to use the Service or permit others to whom you have delegated to act on your behalf to use or access the Service. You represent that you have the authority to authorize debits to the enrolled bank account. Only those individuals you list on the Fund/Wire Transfer Agreement are permitted to submit Wire Transfer Request.

You agree that you or authorized representatives, will not use the Service to send money to anyone you do not trust. You also agree that you will not use this Service to send funds to pay loan sharks, gambling debts, or payments otherwise prohibited by law.

The Service is intended for personal, business, or commercial use. We reserve the right to decline your enrollment if we believe you intend to use the Service for illegal purposes. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for any unlawful purpose.

NIHFCU reserves the right to update this agreement at any time. You will be required to accept these new terms in online banking before using the Service.

3. Consent to Share Personal Information (Including Account Information)

In agreeing to use the Wire Widget, you agree that some personal/non-nonpublic information, including your account number, shall be shared with the receiving financial institution. These institutions will keep your information confidential and obey all applicable laws regarding such information.

4. Regulatory Compliance

Consumer rights and protections are essential to our members. You can access our Membership and Account Agreement by clicking on the link inside of online banking, under Quick Links, titled Member Disclosures, which is incorporated into and made a part of this agreement by this reference. The Fee schedule can also be found in this same section of online banking.

5. Privacy and Information Security

You agree and consent to the use of security procedures, those outlined in the Fund/Wire Transfer Agreement, by the credit union to confirm the validity of the Wire Transfer Request made pursuant to these terms. You understand the security procedures are not designed to detect errors in the content of the Wire Transfer Request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the submission to initiate a Wire Transfer. You herby agree that your utilization of a security procedure established (in the signed Fund/Wire

Agreement) hereunder shall constitute your agreement to its use and affirmative acknowledgement of its commercial reasonableness. You further agree that any Wire Transfer Requests that is acted upon in good faith by us in compliance with these security procedures, whether or not in fact authorized by you, shall constitute and authorize a Wire Transfer.

Before accepting and processing any Wire Transfer request, NIH FCU reserves the right to preform additional security procedures in an effort to protect the assets of our members. Such procedures may not be performed if the security protocol is followed by you or your representatives in accordance with the Fund/Wire Transfer Agreement on file. NIH FCU reserves the right to not process the request if any portion of the Fund/Wire Transfer Agreement is not followed. If there are any concerns to the validity of information submitted, NIHFCU may perform one or more of the following additional steps; 1) perform verification on the individuals initiating the Wire Transfer Request. 2) Apply fraud-related screening technology to the request. 3) Contact you or the representative using information from your account records to verify the Wire Transfer Request. 4) Request and receive other proof of identification or any other documentation from you or your authorized representative, which we may, in our sole discretion, require under the circumstances.

We make security and the protection of your information a top priority. You can view the privacy policy within the Membership and Account Agreement or go directly to the Privacy Policy at https://www.nihfcu.org/privacy-policy/, which is incorporated into and made a part of this Agreement by this reference.

6. Force Majeure

NIFCU will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of cause beyond our control, including but not limited to, a Wire Transfer Request submitted by an unauthorized representative, a request submitted incomplete, or with erroneous information, any act of God, accident, labor disputes, power failures, system failure, equipment malfunction ,suspension of payment by another bank, refusal or delay by another bank to accept he wire transfer, ware, emergency conditions, fire earthquake, or the failure of any third party to provide any electronic or telecommunication services used in connection with the execution or cancellation of a Wire Transfer.

7. Suspicious Activity-Rejection of a Wire Transfer or Wire Transfer Request

NIHFCU has no responsibility to accept any incoming Wire Transfers(s) for your benefit. Likewise, the credit union has a right to reject any Wire Transfer Request(s)for an outgoing Wire Transfer for reasons including , but not limited to , insufficient or uncollected funds in the account specified in the Wire Transfer Request, a request that fails the security procedures outlined in the Fund/Wire Transfer Agreement our inability to execute the Wire Transfer for the reasons set out in the sections of this agreement and if we are unable to verify the authenticity of the Wire Transfer Request and or the Security protocol submitted with request has failed. If we stop an outgoing wire, we will refund the fee.

If we suspect a fraudulent attempt we may delay a transaction and use the information on file with your wireless/Internet providers to further verify your identity if we suspect suspicious activity to protect you (Member) against or prevent actual or potential fraud or unauthorized use of the Service.

If we determine, in our sole discretion, not to honor, execute, or accept a Wire Transfer Request, we will endeavor to notify you, but we shall have no liability for delay or failure to do so. We will also endeavor to notify you promptly if a Wire Transfer is returned to us after its execution but share have no liability by reason of our delay or failure to do so. We share no obligation to resent a Wire Transfer if we complied with the original Wire Transfer Request and Such the Wire Transfer Request was returned to us.

8. Enrolling for the Service

a. You must complete and sign a Fund/Wire Transfer Agreement.

b. The credit union must approve you for the usage of this Service.

c. Once enrolled, you will see the Wire widget via the online banking platform and at that time you may:

   i. Submit a request to authorize a debit of your account to send money (Wire) to another financial

institution.

ii. If you are a business, set up additional users limits to conduct financial transactions.

d. If, at any time while you are enrolled, you do not Wire money using the Service for 12 consecutive months, we may suspend the Service. If we cannot confirm that there is still a personal or business need for this Service, you understand that we may cancel your enrollment, and you will not be able to send money with the Service until you enroll again.

9. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, or other aliases you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number or other aliases to send or receive money as described in this agreement. You consent to receive emails or text messages from us confirming your transaction. You further acknowledge and agree:

a. You are responsible for any fees or charges your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you or (ii) changed by you.
c. You agree that any emails or text messages that we send on your behalf may include your name.
d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us.
e. To cancel text messaging from us, send STOP to the message. You expressly consent to the receipt of a text message to confirm your "STOP" request.

10. Sending Money

You may send money to another financial institution at your initiation. You understand that use of this Service by you shall at all times be subject to (i) these Terms; (ii) the Fund/Wire Transfer Agreement, and (iii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you do a Domestic Wire, you will have no ability to stop it. You understand that you have 30 minutes from the time submitted to cancel the request when you do an International Wire.

When you are sending money to another financial institution, the transfer request commences as soon as the request is submitted; however, there are circumstances when the payment may take longer. For example, to protect you, we may need additional time to verify your identity by performing a verification.

Cut-Off Times: NIHFCU have cut-off hours for processing Wire Transfers. If a wire request is received by 2:00PM ET and verified through the established security procedures outlined in the Fund/Wire Transfer Agreement, the funds will be processed the same business day. If it is received after 2:00PM ET and verified through the security procedures the funds may be processed the next business day. We may treat any Wire Transfer Request received at or after our Cut-Off times as if it was received that business day, or we may treat it as if it were received a the opening of the next business day.

The transaction may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Wire that you have initiated, we will notify you following your User preferences (i.e., email, push notification).

NIHFCU has no control over the actions of other financial institutions that could delay or prevent your money from being delivered to the intended recipient's account.

Send Limits: Daily, weekly transaction limits have been set. However, NIH FCU reserves the right to adjust the limits at our sole discretion. Log in to Online Banking to find information on transaction limits, or contact the credit union at 800-877-6440 for your specific limits.

11. Liability

NIHFCU shall have no liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount, or (ii) any related losses or damages. We shall not be liable for any typos or keystroke errors you may make when using the Service. In most cases, this process is strictly electronic, which means the transaction is completed based on the information you input. Double-check your entries before you submit them.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THIS OR ANY OTHER ELECTRONIC MEANS OF SENDING PAYMENT TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NIHFCU DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

12. Transaction Errors

You agree to confirm all transactions before entering them. However, errors may occur. It would be best to inform us of any errors occurring in these transactions within one (1) business day of any such error. You agree that such errors shall be dealt with as the Membership Agreement requires. Nothing in this Agreement shall amend or supersede the Membership Agreement.

13. Your Liability for Unauthorized Transfers

YOU AGREE THAT YOU, AND NOT WE, SHALL BE LIABLE FOR ANY TRANSFERS AUTHORIZED BY YOU OR WHICH WERE ABLE TO BE AUTHORIZED DUE TO YOUR SHARING PASSWORD, ACCOUNT NUMBER, OR ANY OTHER PRIVATE DATA IN VIOLATION OF OUR MEMBERSHIP AGREEMENT. YOU AGREE THAT YOU SHALL BE LIABLE FOR ANY ERRORS COMMITTED BY ANY PARTY WITH WHOM YOU HAVE SHARED THIS DATA. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY SUCH ACTIVITIES.

14. Liability for Failure to Complete Transfers

We shall have no liability for any transfers which were not completed.

YOU AGREE THAT YOU, NOT WE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER RECIPIENT WITH WHOM YOU SEND MONEY TO USING THE SERVICE.

15. Fees

Domestic and International Wire Request Fees are subject to the Fee Schedule. The Fee schedule can be viewed within online banking, under the Quick Links, Member Disclosures.

16. Use of Our Online Banking Site or Mobile App

You agree to access this website or mobile app in compliance with our Internet and Mobile Banking Service Agreement, which is available when registering for online banking, or upon request by contacting us at 800-877-6440 or emailing nihfcu@nihfcu.org, and incorporated into and made part of this agreement by this reference.

17. Cancellation or Termination of the Service

You may cancel services by calling the service center at 800-877-6440.

We reserve the right but assume no obligation to terminate your ability to use this Service if we deem your actions to be potentially unlawful, abusive, offensive, or unwelcome, or for any reason at all at our sole discretion.

18. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, NIHFCU AND ITS SERVICE PROVIDERS MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER CONCERNING THIS SERVICE. NIHFCU DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

19. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL NIHFCU, ITS MEMBERS, DIRECTORS, OFFICERS, AGENTS, OR NETWORK SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, IF YOU ARE DISSATISFIED WITH NIHFCU SERVICE OR WITH THE TERMS OR THE TERMS OF THE WIRE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF NIHFCU ITS MEMBERS, DIRECTORS, OFFICERS, AND AGENTS OR THE RECEIVING BANKS LIABILITY IN THOSE STATES IS LIMITED, AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

20. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service. Except as otherwise provided in this agreement, you agree to indemnify, defend and hold harmless NIHFCU its members, directors, officers, agents, and other Banks from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service or any violation by you of the terms of this agreement.

21. Governing Law; Choice of Law; Severability

These Terms and those included in the Fund/Wire Transfer Agreement, Fund/Wire Request and the Membership and Account Agreement and Disclosures constitute the entire agreement between you and NIHFCU concerning the Wire services. You may not assign this agreement. This agreement is governed by the laws of the State of Maryland and the United States. A determination that any provision of this agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of the Services is strictly prohibited.

22. Miscellaneous

Subject to the terms and the Fund/Wire Transfer Agreement, the Services are generally available 24 hours a day, seven days a week, except for outages for maintenance and circumstances beyond our control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Fund/Wire Transfer Agreement

From time to time you may desire to initiate a fund transfer from authorized accounts held at the National Institutes of Health Federal Credit Union. These fund transfers requests are called payment orders in this Agreement. This Agreement governs all payment orders you give us.

Member No:

MEMBER IDENTITY INFORMATION

Member/Owner:	Day Phone No:
Mailing Address:	City/State/Zip:

ACCOUNTS SUBJECT TO THIS AGREEMENT

The following authorized accounts are governed by this Agreement:

	Suffix		Suffix		Suffix
☐ Share/Savings:		☐ Share Draft/Checking:		☐ Money Market:	
☐ Other:		☐ Other:		☐ Other:	

The account number for each of the accounts listed consists of the suffix added to the end of the Member Number listed. If this Agreement applies to more than one account of the same type, more than one suffix will be listed for that account type.

SECURITY MEASURES

The following security measures shall be used by the Credit Union for the purpose of verifying all payment order requests. The Credit Union will use the security measures checked below.

☐ **Call Back Procedure** - When we receive your payment order request, we will confirm the payment order by calling any of the contact persons authorized to verify transfers at the telephone number listed below:

Contact Person #1:	Day Phone No:
Contact Person #2:	Day Phone No:
Contact Person #3:	Day Phone No:

☐ **Password -** When verifying and authorizing a payment order you must give us your password which is:

☐ **Other Security Measures:**

LIMITATIONS ON PAYMENT ORDERS

You authorize the following checked limitations and criteria to be applicable to each transaction covered by this Agreement. The Credit Union will use the limitations checked below to process the fund/wire transfer.

☐ **Frequency:** You will make up to payment orders per ☐ **Other:**

☐ **Amounts:** The maximum amount of any payment order is $

The minimum amount of any payment order is $

AUTHORIZATIONS

You authorize the following persons to submit payment orders in your name unless and until you notify the Credit Union in writing of a change. As permitted by applicable state law, the Credit Union may rely on any actual or facsimile signature that reasonably resembles the signature of the Authorized Person provided below and will be entitled to honor and charge you for all such payment orders. You agree to assume liability for these transactions to the extent permitted under applicable state law.

Authorized Person Signature X	Authorized Person Signature X
Authorized Person #1 (print) Title (if applicable)	Authorized Person #2 (print) Title (if applicable)
Authorized Person Signature X	Authorized Person Signature X
Authorized Person #3 (print) Title (if applicable)	Authorized Person #4 (print) Title (if applicable)

AGREEMENT

This Fund/Wire Transfer Agreement ("Agreement") governs the procedures and responsibilities concerning payment orders initiated by the Account Owner through the credit union named in this Agreement.

DEFINITIONS: In this Agreement, the words, "you," "your," and "yours" mean the Account Owner that signs this Agreement. The words "we," "us," and "our" mean the Credit Union that signs this Agreement. The word "account" means any account or accounts designated on this Agreement. The terms used in the Agreement have the meaning given to them in Article 4A of the Uniform Commercial Code.

ACCOUNT OWNER LIABILITY: You agree to be bound by any payment order, whether or not authorized, issued in your name accepted by us in compliance with the security procedures chosen by you in this Agreement.

CHANGES TO AGREEMENT: The security procedures and other terms of this Agreement may be changed only by amendment to this Agreement or by executing a new Agreement. The Agreement may not be changed by an oral agreement or by a course of dealing or custom.

SECURITY PROCEDURES: We will follow the security agreement procedures identified in this Agreement. You agree that these procedures are commercially reasonable methods of verifying payment orders and other fund transfers.

UNIFORM COMMERCIAL CODE ARTICLE 4A: Any fund transfers that we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to the provisions of this Agreement and the provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located.

PAYMENT ORDERS: This is not the document that authorizes a payment order or other fund transfers. We may require you to complete a separate document at the time of each payment order.

NOTICE: Notice to any Account Owner is considered notice to all Account Owners.

SIGNATURES

By signing below the parties agree to all the terms and conditions of this Agreement and acknowledge receipt of a copy.

Account Owner Signature Date X	Credit Union Representative Signature Date X
Account Owner (print) Title (if applicable)	Credit Union Representative (print) Title (if applicable)

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