

***Member Service ■  
Agreement***

**Security<sup>+</sup>plus™**  
FEDERAL CREDIT UNION

*Spend life wisely.*

# WELCOME TO SECURITYPLUS FEDERAL CREDIT UNION

In this Member Service Agreement, you will find important information regarding your accounts including:

- ◆ Depository Agreement
- ◆ Your Billing Rights
- ◆ Truth-In-Savings Disclosure
- ◆ Funds Availability Disclosure
- ◆ Electronic Funds Transfer (EFT) Services Disclosure
- ◆ Wire Transfer Transactions and Automated Clearinghouse Transactions Disclosure

In this agreement, the words “you”, “your”, “yours” will mean any and all persons who signed the signature card or any subsequent action agreement including any corporation, unincorporated association, trust, partnership or any other entity in whose name an account(s) with you is opened. The words “we”, “our”, “Credit Union” will mean the Securityplus Federal Credit Union. The word “account” means any one or more share or other accounts you have with the Securityplus Federal Credit Union. Please read this publication carefully and keep it for your records. The word “Agreement” means the Account Agreement, Electronic Funds Transfer Disclosure, Truth-in-Savings Disclosure, Funds Availability Disclosure and Wire Transfer Rules. Your signature on any Credit Union account application acknowledges receipt of this Agreement, including the disclosures and rules listed above.

In deciding what is best for you, review the types of account ownership described below. Keep in mind, though, that account ownership should never be used as a substitute for a will. For the legal and tax implications of each type of account, you should consult your attorney and/or accountant.

## **USA PATRIOT ACT INFORMATION VERIFICATION**

The Credit Union has adopted reasonable and practicable procedures to verify the identity information provided by each applicant for membership and/or new account services as required by Section 326 of the USA PATRIOT Act. You agree that the Credit Union may make such inquiries as are necessary in its opinion to verify the information you provide and make copies for its records of any documents provided by you or others to confirm information about your identity. You also agree that the Credit Union may secure a copy of your credit report and/or contact employers or other third parties to verify information about you as part of its USA PATRIOT Act compliance procedures.

## **DEPOSITORY AGREEMENT**

If you have authorized us to establish either a share draft (checking) account, share (savings) account and/or other accounts for you (Accounts), you agree that such

Accounts shall be governed by the terms of this Agreement.

### **1. Personal Account**

a. All funds deposited into or deposited in your Account(s), including any earnings thereon, shall be owned by you jointly, with all who sign the signature card, with the right of survivorship. Upon the death of one party, all sums in the account on the date of the death vested in and belong to the surviving party(s) by operation of law as his or her separate property and estate. A joint (multiple party) account is an account with right of survivorship and the interest of a deceased owner will pass to the surviving owners.

b. Any account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner EXCEPT that a joint owner may not close the account without the express written authorization of the primary member. Each account owner guarantees the signature of the other owners. The Credit Union may require all owners to sign a request by any owner to change ownership of the account.

c. If any item deposited in your account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount of any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the account regardless of who contributed the funds to the account.

**2. Maryland Uniform Transfers to Minors.** This account is an irrevocable gift to a minor. It is established in the name of the minor with one adult acting as custodian. The custodian has sole control of the account until the minor is 18 years old, or with special stipulation, until the minor is 21 years old. The custodian has the power to make withdrawals with his signature only, but all transactions must be for the benefit of the minor. Earnings on the account are reported to the IRS in the name of the minor. This type of account is often used to save for a child's education.

**3. Fund Account.** This type of account is for a group of members within the field of membership who deposit funds for special purposes. Two names must appear on the signature card and the address of the first-named member will be used to mail the statements. These members may not borrow other than a share secured loan.

**4. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft

or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the item within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

#### **5. Account Information**

a. If an account is established and a credit report thereafter demonstrates derogatory credit existed at the time of application, you understand that we, at our option, may close your account(s).

b. We may provide information about your transaction or experiences with you to any consumer reporting agency, or any third party who we reasonably believe is conducting legitimate credit inquiries, subject to all applicable financial privacy or other laws or regulations restricting such inquiries.

c. We may release information from our records regarding your accounts to comply with any subpoena, court or administrative order, or summons which we believe requires our compliance.

**6. Account Closure.** You understand that your right or authority under this Agreement shall not be changed or terminated by you, except by written notice to the Credit Union and such notice shall not affect transactions made before the notice is received. We reserve the right to require every owner of any multiple party account to agree in writing when a change of ownership is requested. We are not responsible for payment of any check (draft), withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse the Credit Union for such payment.

**7. Overdraft Protection.** We shall be under no obligation to pay a check, the amount of which exceeds the balance in your checking account. Our determination of insufficient available funds may be made at any time between presentation and our clearing deadline with only one review of the account required. We have no duty to notify you of an insufficient funds check. In most cases, a notice of insufficient funds will be mailed to your address on record the date that your account is charged. In the event that you write a check which would result in your checking account being overdrawn, and if you have automatic overdraft protection, such check shall be deemed to be a request by you to us to transfer available funds from your other account(s) with us in the order that you have requested in amounts designated by us sufficient to permit us to honor such a check. Your account will be charged per transfer in such amount that we may from

time to time establish. Furthermore, if at that time you are eligible to receive advances to you under your line of credit loan account, that check shall be deemed a request by you for an advance and an authorization by you to prepare a voucher for such advance to permit us to honor such check, and we may, but shall not be obligated to, approve and credit such advance to your checking account. If sufficient funds are not available, then such check may be returned to payee due to insufficient funds and a charge will be made to your checking account in such amount as we may from time to time establish. Any owner on your account(s) may apply for and have this automatic overdraft protection added to each such account.

**8. Deposit of Items.** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Funds Availability Policy.

**9. Accounts for Minors.** For any account established by a minor, we reserve the right to require the minor to have an owner who has reached the age of majority under state law who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account(s). We may make payments of 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 right to access the account. We have no duty to inquire of the use or purpose of any transaction by the minor or any account owner.

**10. Account Restrictions.** You understand and agree that we will not monitor your account for any requested two party signature restriction and you do hold us harmless for all loss and liability, whether direct or indirect, incurred by you for payment by us of any item or withdrawal of any sums based upon only one of the required signatures.

**11. Account Access.** In order for you to access any account, we must have an authorized signature on a Membership Application.

a. You acknowledge that the use of any facsimile signature on demand items on your account(s) is used solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for affixing such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so.

b. You agree that we may act upon any written authorization from you even though the signature or signatures appearing on any such authorization do not correspond exactly with the signatures on the Membership Application. You agree, further, that we are not obligated to act upon any such authorization unless the signature or signatures do correspond exactly with the signatures on your Account Application.

c. If you give your member/account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically

authorize a specific transaction. If you give your member/account number to a check vendor other than the Credit Union's affiliated check vendor, you are responsible for all activities resulting from that transaction, including errors to your and other member accounts.

d. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union [i.e. draft, automated teller machines (ATM), in person, by mail, via audio response, Call Center, automatic transfer, Visa Check Card (debit card), or Internet, as applicable]. If we accept any item that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by us for handling the item. The Credit Union may return as unpaid any item that is not drawn on the form provided by the Credit Union.

e. We may disregard information on any draft or check other than the signature of the drawer, amount of the item and any magnetically encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

## **12. Preauthorized Transfers (EFT and Non-EFT)**

a. You will be responsible for any items presented, whether initiated by check, draft, or electronic order, instruction or similar payment instrument, drawn on your account which are payable to any person or entity to whom you have furnished your member/account number.

b. You agree that if you utilize an automatic check writing service, the treatment of each item presented (whether initiated by check, draft, or electronic order, instruction or similar payment instrument) against your account(s) through the use of such a service and our rights and obligations with regard to such item will be the same as if the item were signed or initiated personally by you.

c. You will be responsible for stopping any preauthorized debits (whether initiated by check, draft, or electronic order, instruction or similar payment instrument) by written communication to the person or entity to whom you have furnished your member/account and/or PIN number. You may tell us to stop a payment, and if applicable law requires us to do so, we may comply with your instruction but you agree to hold us harmless and indemnify us in the event the payee initiates or threatens to initiate action against us. We have the right to require that you sign our form certifying under penalty of perjury that you have instructed the party initiating the transfer to stop the preauthorized debit to your account.

**13. Redeposited Item/Third Party Check.** If you request that we accept a check for deposit that has already been deposited at a financial institution but returned or is endorsed over to you, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless for any loss or liability, including consequential damages, attorney's fees and expenses which may arise because of improper encoding or a delay

in forwarding or returning the check because the endorsement is not readable or because of some other condition on the back of the check which adversely affects the ability of a financial institution to endorse the check legibly in accordance with Regulation CC, whether or not the condition was caused by you. You are responsible for fees associated with the non-payment of such item(s).

#### **14. General Provisions**

a. All deposits received for your Account(s) shall be subject to our Funds Availability Policy and any additional rules incorporated in such policy.

b. Your account(s) is subject to the account rates and fees, payment and balance requirements as set forth in this document, the Current Rates and Fees brochure or any other Credit Union account agreement and disclosure document. You agree that we may change the Current Rates and Fees brochure at any time, and you will be notified of such changes as required by law.

c. You understand that we reserve the right to require at least seven days (but not more than 60 days) written notice before any withdrawal or transfer can be made on dividend-bearing accounts other than checking accounts (certificate accounts may be subject to longer notice requirements).

d. We require all signers who open an account to provide a certified United States Taxpayer Identification Number or validation as to exempt foreign status.

e. To ensure that you receive efficient, courteous service, supervisory personnel may randomly monitor and record telephone conversations made to the Call Center.

f. With respect to court or administrative orders, subpoenas, summons, tax levies or other legal process, unless otherwise prohibited or limited by law, you agree to pay our standard charges for research and copying of documents and other expenses we may incur in complying. These may include, but are not limited to, attorneys fees.

**15. Reopened Accounts.** Should any of your Account(s) be closed at any time or times by withdrawal of the balance of this Account, and later reopened by you and a new Depository Agreement not issued, such reopened Account shall be subject to all of the terms and conditions of this Agreement. We are not required to reopen accounts that were closed for cause. We may reopen the account, if in our sole judgment, the conditions leading to account closure have been corrected and are not likely to reoccur.

**16. Power of Attorney.** We are not required to recognize any power of attorney with respect to authority to act on your account(s). We may recognize powers, including but not limited to, a power to deposit, withdraw, write drafts upon, pledge or assign, borrower from or repay amounts in your accounts or available from your accounts with us. If we accept a power of authority, we may continue to recognize the authority of your attorney

in fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or amount of transactions we will permit an attorney in fact to conduct, on a case-by-case basis.

**17. Death/Incompetence of Account Owner.** We may pay drafts or honor other payments or transfer orders authorized by a member adjudged incompetent by a court with jurisdiction or a deceased member until we are aware of the incompetence or death of the member. We may, for a period of ten (10) days after learning of the death of the member, continue to pay items unless we receive instructions from a person claiming an interest in the account to stop payment on the drafts or other items. You agree that we can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This agreement will be binding upon any heirs or legal representatives of any account owner.

**18. Dispute Resolution.** Any conflict between oral or written representations by you or our employees will be resolved by reference to this Agreement (including disclosures) as amended from time to time, the Current Savings Rates and Fees brochure or other Credit Union agreements with you.

**19. Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**20. Credit Union Lien and Security Interest.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed us, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

**21. Severability.** If any provision of this Agreement shall be declared invalid, unenforceable or illegal, that part will not affect the validity, enforceability or legality of any other provision.

## **22. Notices**

a. It is your responsibility to notify us upon a change of address or change of name. We are only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. We require you to notify us in writing of any change of

address. If we attempt to locate you, we may impose a service fee as set forth on the Current Savings Rates and Fees brochure.

b. Any written notice you give to us is effective when it is actually received by the Credit Union. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

**23. Internet/Home Banking.** It is your responsibility to keep your password(s) secret, to exit the browser when leaving the computer, and to keep the computer clean and free from viruses that could be used to capture password key strokes. You agree that we have no liability for losses resulting from unauthorized discovery or use of your password to access your account.

**24. Termination of Account.** The Credit Union may terminate your account, use of any product or service, at any time without notice to you (unless required by law) or may require you to close your account if: (1) there are excessive returned unpaid items not covered by an overdraft protection plan; (2) if you have caused a loss to the Credit Union; (3) if there has been any misrepresentation or any other abuse of any of your account(s); or (4) if we reasonably deem it necessary to prevent a loss to the Credit Union, such as (a) a change in authorized signers, (b) forgery or fraud reported or committed involving your Account, (c) any Account checks are lost or stolen, (d) you have excessive transfers from your Account, (e) it is used for unlawful purposes. You agree to notify us of your intention to close your Account, and we reserve the right to request the notice in writing. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks or other payment instruments. You agree to hold us harmless and indemnify us for refusing to honor any items presented against your Account after you have closed it.

**25. Sharing of Information.** In addition to situations described elsewhere in this Agreement, we will disclose information to others about your Account(s) when you tell us to or we are required to do so by statute, a court or governmental agency. Subject to applicable law, you authorize us to share information about your Account and transactions with us when necessary to complete a transaction, verify the status or existence of an account, report under our agreements with credit reporting agencies (including a report of an abuse of an account) or for other legitimate business purposes. Unless otherwise instructed by you by calling a member services representative at the Call Center and making it clear that you do not wish to have your name disclosed, we may share information about your account with any of our subsidiaries or affiliates, if any. Our sharing of information will be for the purpose of administering your accounts with us or these affiliates and to offer you new products and services that may become available from time to time.

**26. Dormant Accounts.** If you have not made a withdrawal from, or deposit to your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we will charge a dormant account fee on the account, and the account will be presumed to be abandoned. In accordance with the law of the State of Maryland, the funds in the abandoned account will be remitted to the custody of the appropriate state agency and we will have no further liability to you for those funds. We reserve the right not to send statements or pay dividends on accounts we consider dormant, subject to applicable law. You understand that if we charge a fee or stop paying dividends on an account we have classified as dormant, applicable law prohibits us from reversing the charge or retroactively crediting dividends.

**27. Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not effect our right to future enforcement. We can change the terms and conditions, including applicable service charges and fee schedules, of this agreement at any time. If the change restricts, limits or reduces your rights under this agreement, we'll give you notice by mail (it may be a newsletter), sent to the address in our records.

**28. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. All items are credited to the account and are available subject to final payment to the Credit Union. It is with the understanding that any of such items may be charged back at any time before final payment, and that, until final payment, the Credit Union may refuse payment of any check or draft drawn against such uncollected items subject to our Expedited Funds Availability Policy. Any item drawn on the Credit Union not good on the day deposited, or on which payment has been stopped, may be charged back at any time. Any item received after the Credit Union's regular closing hours shall be deemed received the next day. The Credit Union shall incur no liability by failure to pay a check against funds deposited the same day the check is presented.

**29. Business and Banking Days.** Our business and banking days are Monday through Friday (Saturday at limited locations) except Federal holidays. When a Federal holiday falls on a Saturday or Sunday, either the preceding

Friday or the following Monday will not be a Business or Banking day.

**30. Stop Payment Request.** You may request a stop payment order on any check drawn on your account. A written stop payment order must be dated, signed by you, describe the account, the name of the party to which the check is payable (if known), check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you provide the required information. You understand that the exact information is necessary for the Credit Union to identify the item in processing. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you understand that we only have to pay you for actual damages incurred, and, you agree to sign a statement describing the dispute with the payee, the amount in dispute, transfer to us all of your rights against the payee or other holders of the check and assist us in any legal action.

***Duration of Order.*** You may make an oral stop payment order by calling our Call Center or any branch. An oral stop payment order will lapse after fourteen (14) calendar days unless confirmed in writing and received by us within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

***Liability.*** Fees for stop payment orders are set forth in the current Savings Rates and Fees brochure. 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. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

***Electronic Checks.*** If you authorize a merchant or provide account information to any other third party to enable them to initiate an electronic fund transfer from your account, your right to stop that payment is covered in your agreement with the Credit Union for electronic fund transfers. The stop payment rights disclosed here do not apply to those transactions.

**31. Member in Good Standing.** To be a "credit union member in good standing", you must maintain a balance of at least \$5 in your share (savings) account and be current on all obligations with the Credit Union. Failure to do so may result in loss of certain rights as a credit union member—you will not be able to vote in credit union elections or borrow from the credit union and you may lose your membership.

## **YOUR BILLING RIGHTS**

*(keep this notice for future use)*

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT**

If you think your open-end loan account statement is wrong, or if you need more information about a transaction on your loan statement, write us (on a separate sheet) at the address listed on your loan statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first loan statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your loan automatically from your Share account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

### **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount in question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your obligation that are not in question.

If we find that we made a mistake on your loan statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if the explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a

question about your account. And, we must tell you the name of anyone we reported you to. When the matter is resolved, we will notify those to whom we reported you as delinquent.

If we can't follow these rules, we can't collect the first \$50 of the questioned amount even if your loan statement was correct.

## **TRUTH-IN-SAVINGS DISCLOSURE**

The following disclosures apply to all of your accounts except where noted below.

**1. Rate Information.** The Dividend Rate and the Annual Percentage Yield are set forth in the Current Savings Rates and Fees brochure and on the Securityplus FCU Web site. The Dividend Rate and Annual Percentage Yield are variable rates and are subject to change at any time without limitation by the Board of Directors or its designee.

**2. Account Rates and Fees.** The Credit Union is a member-owned financial institution. It pays dividends from current income and available earnings, after required transfers to reserves at the end of a dividend period. Since Federal regulations prohibit the payment of dividends in excess of available earnings, we cannot guarantee the payment of dividends. Dividend rates, annual percentage yields and fees for the share and each sub-account are included in the Current Savings Rates and Fees Brochure which is revised monthly and on the Securityplus FCU Web site.

**3. Compounding and Crediting.** Dividends will be compounded and credited as set forth below. The dividend period for all accounts is monthly. Example: the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other monthly dividend periods follow the same pattern of dates. The dividend crediting date follows the ending date of a dividend period, and for the example is February 1. If you close your account before dividends are credited, you will not receive accrued dividends, except with a share or IRA share certificate account.

**4. Accrual of Dividends.** Dividends will begin to accrue on the business day cash and non-cash items (e.g., checks) are deposited to an account.

**5. Dividend Balance Computation Method.** Dividends are calculated by the day in/day out method that applies a periodic rate to the closing balance in your account each day and is compounded monthly.

**6. Balance Information.** The minimum balance requirement to open an account is set forth below. The minimum balance requirement to earn dividends is set forth in the Current Rates and Fees brochure.

<b>Account Type</b>	<b>Minimum Balance to Open</b>
Regular Share	\$5.00
Checking (Share Draft)	\$50.00
Holiday Club Account	\$25.00

Money Market Account	\$1,500.00
Minimum Balance Account	\$15,000.00
MMA Premier	\$50,000.00
Share Certificate	\$1,000.00
IRA Share Certificate	\$1000.00
IRA Share Account	\$100.00

A minimum balance fee may be assessed against members who do not maintain a cumulative deposit balance of at least \$200.00. The cumulative balance includes the sum of all balances in shares, checking, certificates, IRAs, Minimum Balance Accounts, and Money Market Accounts. This fee may be waived for those members who have current loans or credit cards, or who are under 18 or over 62 years of age, a full-time student or a person with a disability. This fee goes into effect approximately 60 days after a member joins the Securityplus FCU. Please see the Current Savings Rates and Fees brochure for fee amount.

## 7. Transaction Limitations

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

We may refuse to allow a withdrawal in some situations, and will advise you accordingly, for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. Transfer limitations for share savings, minimum balance account, holiday club and money market account, if applicable, are such that you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through the automated clearing house (ACH). You may make unlimited in person transfers from any of your accounts to any Credit Union loan account, and may make unlimited withdrawals in person, by mail, or at an ATM. We may refuse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

**Withdrawal Notice.** The Credit Union may, by the authority of the Federal Credit Union Bylaws, impose a notice of up to 60 days for withdrawal of shares.

## **8. Share Certificate Accounts Transaction**

**Limitations.** After the account is opened, you may not make additions to the account until the maturity date stated on the account. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. From time to time, the Credit Union may offer Step Up or Add On opportunities, which may allow you to change the contracted rate, add additional principal to the account or both. Ask the Credit Union for details.

## **9. Share Certificate Account Early Withdrawal**

**Penalties.** A substantial penalty for early withdrawal will be imposed. The member will forfeit an amount equal to ninety (90) days dividends at the rate paid or payable for the preceding ninety (90) days on the amount withdrawn whether earned or not (this may reduce the principal). Any withdrawal of the principal balance which reduces the balance of the account below the Minimum Balance will result in the penalty above being applied to the entire principal amount and in the cancellation of this Share Certificate.

**10. Share Certificate Account Withdrawal of Dividends Prior to Maturity.** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**11. Share Certificate Account Automatically Renewable Account.** This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or if we receive written notice from you within the grace period mentioned below, if any. If either you or we prevent renewal, your deposit will be placed in a dividend bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance and other features as the original term share account. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**12. Bylaw Requirements.** Each application for membership must be made in writing, with all applications approved becoming a part of the permanent records of the credit union. An applicant shall become a member upon establishing the minimum share and/or deposit balance established by Board policy and meeting eligibility requirements. The Board of Directors shall have the right at any time: to require members and other depositors to give not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them; prescribe rules regarding withdrawals of share holdings or deposits below the amount of a member's total indebtedness, either direct or indirect, to the Credit Union; prescribe rules regarding remote withdrawal of shares

and/or deposits, in accordance with rules promulgated by the Credit Union; prescribe a fee for each withdrawal above three a month as prescribed by the Board of Directors in written policy; or to prescribe a reasonable minimum amount for each withdrawal.

**13. Federally Insured Deposits.** The National Credit Union Administration (NCUA) is an independent agency of the United States Government. NCUA regulates, charters and insures the nation's Federal credit unions.

Share accounts in Federally insured credit unions are insured up to \$250,000.00. Generally, if a credit union member has more than one account in the same insured credit union, those accounts are added together and are insured up to \$100,000.00. There are exceptions, however. If a member has a Share Account and an Individual Retirement Account in the same credit union, for example, each account is insured up to \$250,000.00. You may learn more about the Federal insurance available by accessing the Internet: [www.ncua.gov/ref/insured\\_funds/funds.htm](http://www.ncua.gov/ref/insured_funds/funds.htm). This is a PDF file and you must have Acrobat Reader.

All Federal credit unions must be insured by NCUA, and no credit union may terminate its Federal insurance without first notifying its members.

**14. Accounts That May Earn Dividends.** See the Credit Union's Current Rates and Fees brochure or the Securityplus FCU Web site.

### **15. Statements**

*a. Contents.* If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity in your account as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand and agree that your original draft when paid by the Credit Union becomes our property and may not be returned to you. Upon request and for any fee disclosed in the Current Savings Rates and Fees brochure, we will use our best efforts to secure a copy for you. You understand and agree that statements are made available to you on the date they are mailed.

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

*c. Notice to Credit Union.* You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account

unless you notify us in writing within the time limit stated in (b) above. If you fail to receive a periodic statement, in paper and/or electronic form as you designate, you agree to notify us within fourteen (14) days of the date you regularly receive a statement from the Credit Union. If any statement is returned to us without a forwarding address, we may stop sending you statements until we receive a new address from you as required by this Agreement.

## **FUNDS AVAILABILITY**

Our policy is to make funds from your deposits available to you within the time specified by the Federal government. During these time periods, you may not withdraw the funds and we will not use the funds to pay checks that may have been written or electronic withdrawals. You are still responsible for checks returned unpaid even after we have made funds available and the funds have been withdrawn. Deposits at the ATMs or through the mail may be delayed.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit in person 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 business hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit on a Friday or a Saturday, we will consider the first business day after the day of deposit to be the following Monday, unless Monday is a holiday.

### **1. Immediate Availability May Apply**

Funds from the following deposits are available on the same business day of the day of your deposit:

- U.S. Treasury checks that are deposited to the account of the named payee(s).
- Wire Transfers, including preauthorized credits, such as Social Security benefits, payroll payments and direct deposits.
- Checks drawn on the Securityplus Federal Credit Union.
- State and local government checks that are deposited to the account of the named payee(s).
- Cashier's, certified, and teller's checks that are deposited to the account of the named payee(s).
  - Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal money orders that are deposited to the account of the named payee(s).
  - Cash

If any of these deposit types are not made in person to one of our employees, (for example, the deposit was mailed) funds from these deposits will be made available on the first business day after the day of deposit.

## 2. Other Check Deposits

You may determine when funds from a check deposit will be available by looking at the last four digits of the routing number on the check (see diagram on inside back cover to find the routing number).

If deposits include both local and non-local checks, only a total of \$100 from the checks will be available on the first business day after the day of deposit.

### Local Numbers

First Four Digits of the Routing Number	When Funds are Available	If Deposited on Monday
0520      2520	\$100 on the first business day after the day of deposit.	Tuesday
0521      2521	Remaining funds on the second business day after the day of deposit.	Wednesday
0540      2540		
0550      2550		
0560      2560		
0570      2570		

### Non-Local Numbers

All other numbers	\$100 on the first business day after the day of deposit.	Tuesday
	Remaining funds on the fifth (5th) business day after the day of deposit.	Monday of the following week.

## 3. Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the sixth (6th) business day after the day of your deposit if the check is local and the ninth (9th) business day after day of deposit if the check is non-local.

## 4. 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.

The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of deposit. The excess over \$5,000 will be available on the ninth (9th) business day after the day of deposit.

Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from the deposit of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers checks along with postal money orders and state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions:

- The checks must be made payable to the member, and
- The excess over \$5,000 will be available on the ninth (9th) business day after the day of deposit.

If the deposit is not made in person to a credit union employee, the first \$5,000 will not be available until the second (2nd) business day after the day of deposit. Funds from all other checks will be available on the sixth (6th) business day after the day of deposit if the check is local and the ninth (9th) business day after the day of deposit if the check is non-local.

## **ELECTRONIC FUNDS TRANSFER (EFT) SERVICES DISCLOSURE**

A number of services for the Securityplus Federal Credit Union (Securityplus FCU) members can be initiated electronically. An EFT is a transaction that a member initiates through an electronic terminal, telephone, computer, or magnetic tape, which then instructs, orders, or authorizes the Credit Union to either debit or credit the member's account.

### **1. Current EFT services available to members**

- ◆ Point-of-sale transactions
- ◆ Automated Teller Machine (ATM) transactions
- ◆ Direct deposit or withdrawals
- ◆ Wire Transfers (exempt from Regulation E)
- ◆ Preauthorized payments
- ◆ ResponseLine (audio response)
- ◆ Internet Home Banking
- ◆ Bill Payment Service
- ◆ VISA Check Card (debit card)

Transactions initiated electronically are known as part of the Electronic Fund Transfer system. Securityplus FCU is pleased to tell you about the rights and responsibilities — yours and ours — associated with EFT transactions. To establish the rights, liabilities, and responsibilities of participants in EFT systems, the government passed the Electronic Funds Transfer Act, which is implemented by Regulation E. Some of the wording we use in this EFT information brochure and some of the terms we use must abide by and are dictated by Federal law.

### **2. Issuance of Access Devices**

The Credit Union can only issue you an EFT access device, such as an ATM card or VISA Check Card, upon your request or if its issuance is for renewing or substituting an access device you currently have. However, we may distribute an access device to you without request if each of the following conditions are met:

The access device is not validated (i.e. the member can not use the access device without contacting the Credit Union).

- ◆ An initial disclosure statement accompanies the mailing, describing the member's rights and liabilities if the access device is validated.
- ◆ You receive a clear explanation, stating that the device is invalid and instructing you on how to dispose of the device if you do not want it.
- ◆ The access device can be validated only in response to a member's verbal or written request after the Credit Union verifies the member's identity.

**3. Fees and Limitations on Transfers.** The Credit Union may charge you fees for certain EFT transactions as disclosed in the Credit Union's Current Savings Rates and Fees brochure.\* In accordance with Federal Reserve Board Regulation D, you may make no more than six withdrawals or transfers from a savings (other than a checking) account to another credit union account or to a third party during a statement cycle of at least 4 weeks or calendar month by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six may be made by debit card or similar order to a third party. Other restrictions may be imposed for security reasons. See 9e below.

There are no limitations on transfers from the available balances in your checking account. The Credit Union reserves the right to increase or decrease your card-transaction limits, in which case we'll notify you.

You may withdraw up to \$400.00 or your available balance, whichever is less, from the ATMs in a 24 hour period.

#### **4. Statements, Receipts, and Notices You Will Get About Your Transfers**

**Statements:** Securityplus FCU will furnish a monthly statement to members with electronic transactions.

**Receipts:** Most ATM and debit card transactions (except telephone orders, etc.) issue a receipt.

**Notice of deposits to your account:** If you have arranged to use Direct Deposit at least once every 60 days from the same person or company, and that person or company does not give you notice of such deposit, you can call us at 1-866-4SECPLUS toll free, or at 410-965-8908 if dialing from the Baltimore area. We'll tell you whether the deposit has been made.

#### **5. Stopping Preauthorized Payment from Your Account**

*Right to Stop Payments.* If you have told us in advance to make regular EFT payments from your account, you can stop any of these payments. Call us at 1-866-4SECPLUS toll free, or at 410-965-8908 if dialing from the Baltimore area or write to us at P.O. Box 7560, Baltimore, MD 21207-0560.

\*In some cases, third parties may charge you fees.

We must receive your request three business days or more before payment is scheduled to be made. You must provide us with the information that we request that we need to identify the preauthorized payment you ask us to stop. If you call, we also require that you put your request in writing using our form, along with a copy of your stop payment request to the company, and return it to us within 14 days after you call. Note this is different from your right to stop a preauthorized check, draft or similar payment interest. However, we require a written confirmation of any oral stop payment order.

We will charge you for each EFT stop payment order you give us and will tell you the amount of the fee when you call. If you tell us to stop payment in this way, and we fail to do so, we'll be liable for your losses or damages in accordance with the law.

**6. Our Liability If We Do Not Make Transfers As Agreed.** If we do not make a transfer to or from your account according to properly given instructions, we will be liable for your reasonable losses or damages. However, there are some exceptions. We will not be liable, for instance:

a. If, through no fault of ours, your account does not contain enough funds to complete the transfer;

b. If circumstances beyond our control, such as fire or flood, prevent the transfer despite reasonable precautions we have taken;

c. If preauthorization for transfers has been revoked by law (in case of death or incompetence, for example);

d. If the ATM does not have enough cash or has a mechanical failure;

e. If the ATM, ResponseLine, Internet Home Banking, or Bill Payment service was not working properly and you knew about the breakdown when you started the transaction;

f. If the account is dormant;

g. If incomplete or inaccurate information on your Direct Deposit or Payroll Deduction is revealed;

h. If you share your PIN or access code(s) with others (intentionally or unintentionally);

i. There may be other exceptions stated in our agreement with you.

### **7. ResponseLine and Internet Home Banking.**

ResponseLine, the Credit Union's audio response telephone service, and our Internet home banking product, give members access to their accounts 24 hours a day, seven days a week. Their use is subject to the terms and conditions governing your account's operation.

By using your Personal Identification Number (PIN), you formally accept the conditions and terms of this disclosure. You also assume the liability permitted under the Electronic Funds Transfer Act (EFTA) for ResponseLine and Internet home banking use by anyone to whom you disclose your PIN. Transferring funds with ResponseLine or Internet

home banking is subject to certain conditions and limitations listed in this disclosure.

**8. Card Use.** You may use your VISA Check Card or ATM card at ATMs of this Credit Union, PLUS, Star, American Express, VISA and such other machines or facilities as we may designate from time to time. You may use your VISA Check Card to buy goods and services any place VISA is honored. Funds to cover your card transactions will be deducted from your account. If the amount of money in your checking account will not cover the transaction amount, we will then access your designated Overdraft Protection source or Line of Credit.

At many ATM locations, you may:

- a. Withdraw cash from your checking, savings, Money Market, MBA or Line of Credit.
- b. Transfer funds between your savings or checking accounts.

Other ATM or "Point of Sale" networks allow withdrawals or purchases only. You also are able to make deposits at Securityplus FCU owned ATMs only.

**9. Responsibility.** By authorized use of your ATM or VISA Check Card, you agree:

- a. To abide by all rules and regulations, as amended, of Securityplus FCU, Star, American Express, PLUS and VISA relating to the use of the card.

- b. That Securityplus FCU may follow all instructions given to machines.

- c. That the card is the property of the Securityplus FCU and will be returned to the Credit Union immediately upon request.

- d. The use of the card may be terminated or restricted by the Credit Union at any time without notice.

- e. You may withdraw up to \$400.00 or your available balance, whichever is less, from the ATMs each day. See your funds availability disclosure for other limits on availability.

- f. The confidential PIN issued to you is for security purposes. In no event should it be carried on your person or written on the card or on anything else. Never allow a third party to gain access to your card, card number, or PIN.

- g. All persons that make application for a VISA Check Card or ATM card issued shall be jointly and severally liable. If you allow anyone else to use your card, you will be liable for all transactions and/or credit extended to him/her until you notify us that the transactions are not authorized. You understand that we will cancel the card and may not issue you another card when you have allowed another person to use your card and seek to cancel that persons authorization. You promise to pay us all amounts made available to you under this agreement (whether evidenced by a loan agreement or other loan document), plus any finance charge or other amounts due.

**10. Lost/Stolen Card Notification and Liability for Unauthorized Transactions.** You are responsible for all Electronic Funds Transfer (EFT) transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your card has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority.

Tell us AT ONCE if you believe your card has been lost or stolen. 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 is a VISA transaction, you will have no liability for the transaction. For all other EFT transactions, including ATM transactions, your liability for an unauthorized transaction is determined as follows:

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

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any of the money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. **If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:**

**1-866-4SECPLUS or (410) 965-8908 during business hours (Mon. - Fri., 7:30 am - 5:00 pm). After business hours, on weekends or holidays please call STAR at (877) 466-6799.**

or write to:

Securityplus Federal Credit Union  
c/o VISA Check Card Department  
PO Box 7560  
Baltimore, MD 21207-0560

When reporting lost or stolen cards, please have your member number and/or card number ready (use your statement). Report any thefts to local law enforcement agencies.

**11. Returns and Adjustments.** Merchants and others who honor VISA may give credit for returns or adjustments, and they will do so by sending us a credit that we will post to your checking account.

**12. Foreign transactions.** Purchases made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for

international transactions established by the network you used the card in (usually The Exchange or VISA International).

**13. Merchant Disputes.** We are not responsible for the refusal of any merchant or financial institution to honor your ATM or VISA Check Card.

**14. Effect of Agreement.** This agreement applies to all transactions on your Account even though the sales, credit, or other slips you may have signed contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. If the change results in 1) an increase in fees or charges, 2) increase in liability for the member, 3) fewer types of available EFT, or 4) stricter limitations on the frequency or dollar amounts of transfers, the notice will be mailed at least 21 days before the changes take place. However, the Credit Union does not need to give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. If the Credit Union ends up making the change permanent and disclosure would not jeopardize the security of the account or system, the Credit Union will notify you in writing or with the next scheduled periodic statement or within 30 days of making the change permanent.

**15. Confidentiality of Information (see also our Privacy Policy).** We will disclose information to third parties about your accounts or the transactions you make:

- a. where it is necessary for completing transactions;
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c. in order to comply with government agency or court orders; or
- d. if you give us your written permission.

**16. Error Questions.** In case of errors or questions about your electronic transactions. Telephone us, toll free at 1-866-4SECPLUS or at 410-965-8908 if in the Baltimore metropolitan area, if you think your statement is wrong or if you need more information about a transaction listed on the statement or receipt. You may also write us at: Securityplus FCU, Member Service Department, P.O. Box 7560, Baltimore, MD 21207-0560. We must hear from you no later than 60 days after we have sent or delivered to you the first statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the result of our investigation within ten (10) business days after we hear from you and will

correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days for new accounts, point-of-sale and out-of-state transactions) to investigate your complaint or question. If we decide to do this, we will give provisional credit to your account within ten (10) business days (20 business days for new accounts) 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 provide you provisional credit to your account. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. At which time if provisional credit was given and no error was determined, your account will be deducted for the provisional credit amount. You may ask for copies that we used in our investigation. You may terminate this agreement at any time by giving the Securityplus FCU written notice thereof and returning to the Credit Union all cards issued to you; provided, however, that such termination shall have no effect on your liability for transactions occurring prior to delivery of such written notice and return of said cards to the Credit Union.

**17. Other Agreements.** Other agreements you have with us, such as your account agreements, will continue to govern the use of your accounts, but we will not enforce any of those agreements that cover transactions governed by the Electronic Funds Transfer Act, when to do so would be contrary to these disclosures or would be in violation of the Act.

**18. Amendment to the Disclosures.** We may amend these disclosures by mailing notice to the holder of the account covered by these disclosures at least 21 days before the effective date set by the notice. Each account will be governed by the disclosures as amended, unless the account is closed before the effective date of the amendment.

## **WIRE TRANSFERS TRANSACTIONS AND AUTOMATED CLEARINGHOUSE TRANSACTIONS**

This Funds Transfer Agreement contains several contract terms which will apply to all electronic funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this section are different than those elsewhere in this Agreement, this section of the Agreement shall control and be deemed to modify such other Agreements or Terms of Account.

**1. Applicable Law.** This Agreement and Notice applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. A Funds Transfer begins when you authorize us to transfer funds from one of your accounts (a Payment Order) and send it using the Federal Reserve

Wire Funds Transfer System (Fed Wire) and ends when your Payment Order is accepted by a bank (Receiving bank) for the benefit of the person/entity for whose benefit (now the Beneficiary's Bank) you asked us to send the funds. If you send or receive a wire transfer, Fed Wire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.

**2. Cut-off Times.** The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:00 noon on each weekday that the Credit Union is open which is not a holiday. Payment Orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next business day following funds transfer and processed accordingly.

**3. Charges For Wires.** We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.

**4. Security Procedure.** We may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure.

**5. Beneficiary.** If you give the Credit Union a payment order which identified the beneficiary (person and/or entity receiving the funds) by both name and account number, payment may be made by the beneficiary's financial institution on the basis of the identifying or financial institution account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided to us.

**6. Financial Institution.** If you give the Credit Union a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as the proper identification even if it identified a different person than the named financial institution. This means that you will be responsible for any loss or expenses incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.

**7. Credit.** We may give you credit for automated clearinghouse (ACH) payments before we receive final settlement of the funds transfer. Any such credit is provisional until you receive final settlement of the

payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the funds. However, if we do not receive the funds, then we may reverse the entry on your account and you would be liable to repay the Credit Union.

**8. ACH.** ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, we will not provide you with next day notice of receipt of ACH transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

**9. Notice of Receipt.** If we received a funds transfer for you or for other persons authorized to have access to your account, you agree that we are not obligated to provide you with next day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

**10. Interest Paid.** If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

**11. Forms & Authorization.** You agree that only forms, methods and procedures approved by the Credit Union may be used to authorized and initiate debit entries from and credit entries to your accounts. Should any such entries be made in error, you authorize us to correct such errors without prior approval by you, but you agree that we are under no obligation to do so. You agree that we may act upon any written authorization from you even though the signature or signatures appearing on any such authorization do not correspond exactly with the signatures on the Membership Application. You agree, further, that we are not obligated to act upon any such authorization unless the signature or signatures do correspond exactly with the signatures on your Membership Application. Any authorization which you make to initiate paper less debit or credit entries with regard to any of your accounts shall remain in full force and effect until we have received written notification from you of the termination of such authorization in such time and in such manner so as to provide us with a reasonable opportunity to act on it.

## **SECURITYPLUS FEDERAL CREDIT UNION**

### **PRIVACY DISCLOSURE**

#### **We Respect Your Privacy!**

The Securityplus Federal Credit Union respects the privacy of its members. Protecting the privacy of your personal information, along with your financial assets, is of the utmost importance to us. We are committed to safeguarding your information in every way you choose to interact with us, whether it be in a branch, over the telephone, by mail or online through our Web site. Great care is taken in protecting your information in our business dealings with both affiliated and non-affiliated companies. In addition, both state and Federal law impose on us a continuing obligation to protect the security and confidentiality of your information. Moreover, by protecting your information we are in compliance with the Gramm-Leach-Bliley Act which was signed into law on November 12, 1999. This Act governs the privacy of consumer financial information.

#### **Our Privacy Disclosure Policy**

We have never shared nonpublic personal information except as required by law and we will continue to protect your privacy.

#### *Categories of Information That We May Collect*

We collect nonpublic personal information about you from the following sources:

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

On our Web site, we do not collect any personal information from you, except for that provided in our on-line loan or membership applications or on our on-line member survey. If you contact us via e-mail, we will temporarily collect and retain your e-mail address, as well as the information contained in the message. Those messages and e-mail addresses are then deleted.

#### *Categories Of Information That We Disclose*

We limit who receives personal information about our members or former members and the type of information shared. Any information shared with our affiliates, or non-affiliates, is done so only as permitted by law. From time to time, we may provide affiliated and non-affiliated companies with your name and address if we believe that you might benefit from their services. No other personal information is shared. You may choose not to have your name and address provided to our affiliates and non-

affiliates by following the instructions provided later in the section titled, "It's Your Choice."

### ***Other Companies With Whom We Do Business***

As permitted by law, we may contract with non-financial companies to perform some specific services, such as:

- Check printing
- Statement processing
- Consumer reporting
- Credit/debit card processing
- Printing/mailing of marketing materials
- Marketing services for the Securityplus FCU's financial products and services.

We require that our business partners and vendors safeguard all personal information concerning our members. Under written agreement, your personal information may not be sold or used for any purpose other than intended. The types of financial information that might be shared include any, or all, of the following:

- Name and address
- Account number
- Social Security number
- Date of birth
- Account balance(s)
- Payment history

### **Confidentiality and Security**

We restrict access to nonpublic personal information about our members to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with Federal standards to guard your nonpublic personal information.

### **It's Your Choice!**

You can choose how you wish to learn about our products and services, including not receiving information from our affiliates and non-affiliates. To tell us your preferences, you may use an "Opt Out" form available by:

- Visiting any of our branches
- Contacting the Securityplus FCU Call Center at (410) 965-8908 or 1-866-4SECPLUS
- Sending us an e-mail at [comments@securityplusfcu.org](mailto:comments@securityplusfcu.org)
- Writing us in care of the Securityplus Federal Credit Union, Attn: Marketing Department, 7135 Windsor Boulevard, Woodlawn, MD 21244.

The Securityplus Federal Credit Union reserves the right to amend this disclosure at any time without prior notice. This disclosure amends any existing agreements the Securityplus FCU has with you.

# SAMPLE CHECK

## Routing and Account Number Locations

JOE MEMBER JANE MEMBER 123 MAIN STREET BALTIMORE, MD 21207	1234 15-000000
PAY TO THE ORDER OF _____	\$ <input type="text"/>
_____ DOLLARS	
<b>Securityplus</b> <sup>+</sup> <small>FEDERAL CREDIT UNION Spend life wisely.</small>	
For _____	
⑆ 1 2 3 4 5 6 7 8 9 ⑆ ⑆ 1 2 3 4 5 6 7 ⑆ ⑆ 1 2 3 4	



## ■ **BRANCH AND ATM LOCATIONS** ■

### **CMS**

Branch: 7500 Boulevard, CLL-09-13  
ATM: Adjacent to branch  
Same hours as Main Office

### **Dogwood Station**

Branch: Dogwood Station Shopping Center, 2305 N. Rolling Rd.  
24-hr. ATM: 2307 N. Rolling Rd.  
Hours: Mon., Tues., Thurs. 9:00 a.m.-4:00 p.m., Wed. 9:00 a.m.-2:00 p.m.  
Fri. 9:00 a.m.-7:00 p.m., Sat. 9:00 a.m.-1:00 p.m.

### **Franklin**

Branch: 11700-E Reisterstown Road  
24-hr. ATM: Adjacent to branch  
Lobby Hours: Mon., Tues., Thurs. 9:00 a.m.-4:00 p.m.  
Wed. 9:00 a.m.-2:00 p.m., Fri. 9:00 a.m.-7:00 p.m.  
Drive-Thru: Mon., Tues., Thurs., Fri. 9:00 a.m.-7:00 p.m.  
Wed. 9:00 a.m.-2:00 p.m., Sat. 9:00 a.m.-1:00 p.m.

### **Main Office**

Branch: 6401 Blvd., 1607 Operations Building  
ATM: Adjacent to branch  
ATM: Annex, 2nd Floor  
ATM: East Building Cafe, East Low Rise  
Hours: Mon., Tues., Thurs., Fri. 8:30 a.m.-3:00 p.m.  
Wed. 8:30 a.m.-2:00 p.m.

### **Metro West**

Branch: 300 N. Greene Street, Room 218, South Block  
ATM: 3rd Floor, South Block  
Same hours as Main Office

### **West**

Branch: 1500 Woodlawn Drive, Room 1-P-12  
ATM: 1st Floor  
Same hours as Main Office

### **National Computer Center**

ATM: Main Lobby

### **Our Money Place - West Side Shopping Center**

Branch: 2439 Frederick Avenue  
Hours: Tues., Wed., Thurs. 10:00 a.m.-3:00 p.m.,  
Fri. 12:00 p.m.-7:00 p.m., Sat. 9:00 a.m.-12:00 p.m.  
24-hr. ATM: Adjacent to branch

### **Whole Foods Market**

ATM: 1001A Fleet Street

### **Wyndham Inner Harbor Hotel**

24-hr. ATM: 101 W. Fayette Street, Lobby

### **Call Center/Securityplus Loan Hotline**

(410) 965-8908, 1-866-4SECPLUS  
Hours: Mon., Tues., Thurs., Fri. 7:30 a.m.-5:00 p.m.  
Wed. 7:30 a.m.-2:00 p.m.  
Sat. 9:00 a.m.-1:00 p.m. (deposit calls only)  
TTY: Maryland Relay 1-800-735-2258

### **Internet Web Site**

[www.securityplusfcu.org](http://www.securityplusfcu.org)

### **Shared Branches/CU Service Center**

[swww.cuswirl.com](http://swww.cuswirl.com)

### **E-Mail Address**

[comments@securityplusfcu.org](mailto:comments@securityplusfcu.org)

\*NCO = Neighborhood Contact Office; non-cash

### **Account Transfer Limitations**

Federal regulations require that each savings, but not your checking account, be limited each month to no more than six (6) ResponLine<sup>SM</sup>, PC Banking, preauthorized, or Call Center or Branch telephone transfers to other accounts of yours at the Credit Union or for payments to third parties. You may make unlimited transfers in person, through the mail or at an ATM.



Spend life wisely.



AMERICA'S  
CREDIT  
UNIONS<sup>SM</sup>

Member since 1922 and  
with more than 100 years



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