**Statewide Federal Credit Union Membership Agreement & Disclosures**


Definitions....1
Membership and Account Agreement....2
E-Signature and Electronic Disclosure Agreement....10
Electronic Fund Transfers Agreement and Disclosure....11
Funds Availability Policy Disclosure....17
Truth in Savings Disclosure....18
What You Need to Know About Overdraft Protection....22
Overdraft Protection FAQs....23
National Credit Union Share Insurance Fund (NCUSIF)....24
Member in Good Standing Policy....25
Privacy Notice....27
Remote Deposit Capture....29



SFCU
P.O. Box 320483
Flowood, MS 39232

Phone Number: 601-420-5535
Routing Number: 265377222

# Definitions

**For the purposes of this Agreement, the following terms will apply:**

1. You, the member, account owner and any authorized signer may be referred as “member,” “you,” “your,” or “yours” for the sake of this agreement.
2. Statewide Federal Credit Union may be referred as “SFCU,” “credit union,” “CU,” “we,” “us,” “our,” or “ours” for the sake of this agreement.
3. This Business Account Agreement may be referred to as “Agreement” for the sake of this agreement.
4. Addendum Truth in Savings Fee Schedule may be referred to as “Schedule” for the sake of this agreement.
5. An Affiliate is any company that we have control over, such as certain credit union service organizations.
6. A Business Day is Monday through Friday, excluding Federal Holidays. The CU processes external transactions and payments on business days.
7. A Processing Day is daily (Sunday through Saturday). Processing days allows the CU to process internal transactions and payments.
8. An Account Statement is the account statement (monthly and quarterly) delivered to the member via their selected delivery method.
9. A Card means the SFCU Debit Card.
10. A Deposited Item is an item collected for you or accepted by us to deposit to your account.
11. A Dormant account is an account that has one year without member-initiated transaction activity.
12. An Inactive account is an account that has one year without member initiated transaction activity.
13. An Item is defined as any cash or any non-cash items deposited or paid for you or accepted by us including checks, substitute checks, electronic items, drafts, incoming ACHs, outgoing ACHs, remote deposit checks, transfers, payments, point-of-sale transactions, deposit tickets, withdrawal tickets, or any other reasonable form of payment or deposit.
14. A Notification is any contact made to you by us in regards to an item(s) or any other information regarding your account.
15. Notifications are sent by mail, electronic mail, secured message or otherwise made available to you via your account statement.
16. An Overdraft is the result of an item paying on your account and creating a negative balance.
17. A Service is any service provided by us to you including but not limited to Account Research and Account Reconciliation.
18. Account Research is a service when we search for any account items for you on the available history and records of the account.
19. Check conversion allows a financial institution to convert paper checks into electronic ones and then send them to the appropriate receiving bank. The electronic check is forwarded on via the automated clearing house.
20. Available Balance – Is your current balance minus any charges you have made that have not cleared your account or are on hold.
21. Bill Pay – A bill payment service provided by SFCU
22. BSA – Bank Secrecy Act
23. Check 21 – A federal law that went into effect in 2004 giving financial institutions the ability to create electronic image copies of consumers’ checks. Handling checks electronically makes check processing faster and more efficient.
24. CTR – Currency Transaction Report
25. MSB – Money Service Businesses. SFCU has elected not to provide services to MSBs. Example: check cashers, currency dealer/currency exchanger/currency transfers, prepaid cards, any transactions dealing with virtual currency (i.e., Bitcoin).
26. NBFI – Non-Bank Financial Institution, other than banks or credit unions offering financial services. Example: securities investments, pawn brokers, seller/exchanger of precious metals including gold and silver, used car lots (buy here, pay here). SFCU has elected to not provide services to Non-Bank Financial Institutions.
27. NSF – Non-sufficient Funds. SFCU calls this an Insufficient Funds Fee.
28. POD – Payable on Death
29. UTMA/UGMA –Uniform Transfers to Minors Act
30. UCF – Uncollected Funds

Statewide
FEDERAL CREDIT UNION

P.O. Box 320483
Flowood, MS 39232-0483

# MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, 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 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, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**2. INDIVIDUAL ACCOUNTS -** An 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. JOINT 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 owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

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

**c. Joint Account Owner Liability.** 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 owners, 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 account owner is indebted to us, we may enforce our rights against any account of the indebted owner, 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 owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. 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 or trust beneficiary/payee 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 will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**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

LOANLINER
© CUNA Mutual Group 1993, 95, 96, 99, 2000,
03-07, 09, 2010, 13, 19 All Rights Reserved

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.

**7. AGENCY DESIGNATION ON AN ACCOUNT -** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent 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 agent 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. 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. FUND TRANSFERS -** Fund 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 rules of the National Automated Clearinghouse Association (Nacha). We may execute certain requests for fund 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 fund transfers to or from your account. We will debit your account for the amount of a fund 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 fund transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when fund 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 fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund 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 Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund 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; or (5) you fail to repay a credit union loan on time. 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. Payment of 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 a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

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 so 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 standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with 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 statewidefcu.org, at an ATM, by visiting a credit union branch or by calling us at 800.682.6426.

**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 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 change the terms of this Agreement 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 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 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, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) 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 when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**30. DEATH OF ACCOUNT OWNER -** We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member 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, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**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 Mississippi. 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 or text message 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.

# E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and accounts offered or accessible through this online application process for all applicants, co-applicants and other individuals listed on any application or form including beneficiaries and authorized users, if applicable.

Agreement to Conduct Transactions by Electronic Means: You agree to conduct the transactions offered through this online application process by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a web-based electronic interface or email. You further agree that all transactions completed through this online process will result in valid and legally binding agreements. You also agree that you have adequate access to a computer with sufficient internet connectivity to conduct these transactions online.

Agreement to Use Electronic Signatures: You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen. Agreement to Receive Disclosures Electronically You agree to receive all legal and regulatory disclosures and other communications associated with any of the applications or transactions available through this online application process through electronic means including this web-based electronic interface and email.

Availability of Printed Copies: You may obtain printed copies of any of the agreements, disclosures or other related documents by signing into your account, downloading the documents and printing them from your computer or by calling customer service and requesting printed copies.

Statewide
FEDERAL CREDIT UNION

P.O. Box 320483
Flowood, MS 39232-0483

# 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 Statewide 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 savings and checking 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, Pulse, Culiance 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 savings accounts.
- Withdraw funds from your savings accounts.
- Obtain balance information for your savings accounts.

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.
- 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 illegal debit card transactions. 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 checking 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, CUHERE, Pulse, Culiance, PLUS 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 savings, checking, and club accounts.
- Withdraw funds from your savings, checking, loan and club accounts.
- Transfer funds from your savings, checking, and loan accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit 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.

LOANLINER
© CUNA Mutual Group 2008-10, 12-14, 17, 2020 All Rights Reserved

The following limitations on Debit Card transactions may apply:

- There is no limit on the number of Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of $2,500.00 per day.
- 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.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of $2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- 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. Tellerphone (Joy).** If we approve Tellerphone (Joy) 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 Tellerphone (Joy) to:

- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Tellerphone (Joy) via a touch-tone telephone only. Tellerphone (Joy) 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 Tellerphone (Joy) 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. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (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 savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking 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. On-line Banking.** If On-line 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 On-line Banking to:

- Withdraw funds from your savings, checking, money market, club, and Line of Credit accounts.
- Transfer funds from your savings, checking, money market, club, and Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, certificate, and Line of Credit accounts.
- Make loan payments from your savings, checking, and Line of Credit accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- ACH Origination

Your accounts can be accessed under On-line Banking via personal computer. On-line 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. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on On-line 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.

**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:

- Withdraw funds from your savings, checking, club, and Line of Credit accounts.
- Transfer funds from your savings, checking, money market, club, and Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, certificate, and Line of Credit accounts.
- Make loan payments from your savings, checking, money market, club, and Line of Credit accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

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. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

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 checking 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:

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

**2. TRANSFER LIMITATIONS —** For all 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.

**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 savings and checking 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. 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).

**a. ATM Card Fees.**

- We do not charge for any POS transactions at the present time.
- Replacement card fee of $5.00 per card.
- Nonsufficient funds fee of $26.00 per submission/resubmission of an item.
- $26.00 charge for each ATM overdraft.

**b. Debit Card Fees.**

- $1.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of $10.00 per card.
- Nonsufficient funds fee of $26.00 per submission/resubmission of an item.
- $26.00 charge for each one-time debit overdraft.

**c. Preauthorized EFT Fees.**

- Nonsufficient funds fee of $26.00 per submission/resubmission of an item.

**d. On-line Banking Fees.**

- Nonsufficient funds fee of $26.00 per submission/resubmission of an item.

**e. Mobile Banking Fees.**

- Nonsufficient funds fee of $26.00 per submission/resubmission of an item.

**f. Bill Pay Fees.**

- Nonsufficient funds fee of $26.00 per submission/resubmission of an item.

**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:

601.420.5535
800.682.6426

or write to:

Statewide Federal Credit Union
295 East Layfair Drive
Flowood, MS 39232
Fax: 601.420.5289

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 601.420.5535 or 800.682.6426. 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 savings and checking 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:

601.420.5535
800.682.6426

or write to:

Statewide Federal Credit Union
295 East Layfair Drive
Flowood, MS 39232
Fax: 601.420.5289

- 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 Mississippi, 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.

Statewide
FEDERAL CREDIT UNION

P.O. Box 320483
Flowood, MS 39232-0483

# FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Statewide 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 Statewide Federal Credit Union. The term "check" means check or share draft, as applicable.

**1. YOUR ABILITY TO WITHDRAW FUNDS** – Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before close of business 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 the close of business 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.

**2. LONGER DELAYS MAY APPLY** – In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first $275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit 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.

**3. 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 same business day that we receive 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 tenth business day after the day of your deposit.

**4. 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.

**5. 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.

**6. DEPOSITS AT NONPROPRIETARY AUTOMATED TELLER MACHINES (ATMs)** – Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**7. 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.

©TruStage Compliance Solutions 2008, 2010, 11, 2020, 23, 25

Statewide
FEDERAL CREDIT UNION
P.O. Box 320483
Flowood, MS 39232-0483

# TRUTH-IN-SAVINGS DISCLOSURE

**LAST DIVIDEND DECLARATION DATE: 09/30/2025**

**The rates, fees and terms applicable to your account at the 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 | |
| **Savings** | **0.05%** / **0.05%** | Monthly | Monthly | Monthly (Calendar) | $5.00 | — | $5.00 | Average Daily Balance | Account transfer and withdrawal limitations apply. |
| **Club** | **0.05%** / **0.05%** | Monthly | Monthly | Monthly (Calendar) | — | — | — | Average Daily Balance | — |
| **High Yield Savings** | $0.00 to 10,000.00 **0.05%** / **0.05%** $10,000.01 to $50,000.00 **1.24%** / **1.25%** $50,000.01 or greater **2.96%** / **3.00%** | Monthly | Monthly | Monthly (Calendar) | — | — | — | Average Daily Balance | — |
| **Money Management** | **0.45%** / **0.45%** | Monthly | Monthly | Monthly (Calendar) | $2,500.00 | — | — | Average Daily Balance | Account limitations apply. |
| **Checking** | — | — | Annually | — | — | — | — | — | — |

## 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 Savings, Club, High Yield Savings, and Money Management accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. High Yield 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 Savings, Club, and Money Management accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends.

**5. BALANCE INFORMATION —** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings 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 Savings 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,

©TruStage Compliance Solutions 1993, 2003, 07, 08, 10, 2023

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 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 Money Management accounts, there is a minimum withdrawal amount of $500.00 and you must keep a minimum balance of $2,500.00. For Club, High Yield Savings, and Checking accounts, 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 | $5.00 |
| Number of Shares Required | 1 |

**9. RATES —** The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration 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.

| SCHEDULE OF FEES AND CHARGES | |
|---|---|
| **GENERAL FEES** | |
| Account Activity Printout | $5.00/Printout |
| Account Closure | $5.00 if account closed within 60 days |
| Account Reconciliation | $15.00/Hour and $15.00 minimum charge |
| Account Research | $15.00/Hour and $15.00 minimum charge |
| Cashier's Check | $5.00/Check (Credit Union checks cleared by the Credit Union) |
| Deposit Item Return | $26.00/Item |
| Dormant Account | $5.00/Month after 1 year(s) of inactivity and account balance is less than $1,500.00 |
| Garnishment | $50.00 |
| Items Sent for Collection | $5.00/Item; Domestic Fee Varies; Foreign |
| Legal Process (tax levies, summons) | $50.00 |
| Money Order | $2.00/Money Order |
| Statement Copy | $2.00/Copy |
| Wire Transfer (Incoming) | $10.00/Transfer |
| Wire Transfer (Outgoing Domestic) | $15.00/Transfer |
| Wire Transfer (Outgoing International) | $40.00/Transfer |
| Check Copies | $3.00/Each |
| Bad Address Fee | $5.00/Returned Item |
| Escheatment Fee | $50.00/Account |
| Loan Documents | $3.00/Page |
| Convenience Fee for Electronic Loan Payment | $4.95 |
| Skip a Pay | $20.00/Loan |
| Gift Card | $3.95/Card |

| CHECKING ACCOUNT FEES | |
|---|---|
| Check/Share Draft Printing | Prices may vary depending upon style |
| NSF | $26.00/Item (each submission/resubmission) |
| ATM Overdraft | $26.00/Item |
| One-time Debit Overdraft | $26.00/Item |
| Overdraft | $26.00/Item |
| Overdraft Protection Transfer | $2.00/Item |
| Returned Item | $26.00/Item (each submission/resubmission) |
| Stop Payment | $26.00/Request |
| **EFT FEES** | |
| ACH Overdraft | $26.00/Item |
| ATM Transaction | $1.00 for each ATM transaction at ATM's not owned by the Credit Union |
| ATM Card Replacement | $5.00/Card |
| Debit Card Replacement | $10.00/Card |
| Credit Card Replacement | $15.00/Card |
| Debit Card Overdraft | $26.00/Item |
| **SAFE DEPOSIT BOX FEES** | |
| 3" x 5" Box | $20.00/Year |
| 3" x 10" Box | $30.00/Year |
| 5" x 5" Box | $25.00/Year |
| 5" x 10" Box | $35.00/Year |
| 10" x 10" Box | $45.00/Year |
| Change of Locks | Varies |
| Drilling of Boxes | Varies |
| Lost Keys | Varies |
| **SPECIFIC ACCOUNT FEES** | |
| **Savings** - Excess Transfer/Withdrawal Fee | $1.00/Each |

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

02300119-D3000-P-1-062723 (TISDM1 D30005)-e

Statewide
FEDERAL CREDIT UNION
P.O. Box 320483
Flowood, MS 39232-0483

# TRUTH-IN-SAVINGS DISCLOSURE

**MATURITY DATE:** **EFFECTIVE DATE:**

**The rates, fees and terms applicable to your account at the 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** | | | | | | | | | |
| 3 Month | / | | | | | | | | |
| 6 Month | / | | | | | | | | |
| 12 Month | / | | | | | | | | |
| 18 Month | / | | | | | | | | |
| 24 Month | / | Fixed Rate | $1,000.00 | Monthly | Monthly | Account's Term | Not Allowed | Allowed - See Transaction Limitations section | Automatic |
| 30 Month | / | | | | | | | | |
| 36 Month | / | | | | | | | | |
| 42 Month | / | | | | | | | | |
| 48 Month | / | | | | | | | | |
| 60 Month | / | | | | | | | | |
| ☐ **IRA Share Certificate** | | | | | | | | | |
| 3 Month | / | | | | | | | | |
| 6 Month | / | | | | | | | | |
| 12 Month | / | | | | | | | | |
| 18 Month | / | | | | | | | | |
| 24 Month | / | Fixed Rate | $1,000.00 | Monthly | Monthly | Account's Term | Not Allowed | Allowed - See Transaction Limitations section | Automatic |
| 30 Month | / | | | | | | | | |
| 36 Month | / | | | | | | | | |
| 42 Month | / | | | | | | | | |
| 48 Month | / | | | | | | | | |
| 60 Month | / | | | | | | | | |
| ☐ **Special Share Certificate** | | | | | | | | | |
| 9 Month | / | Fixed Rate | $1,000.00 | Monthly | Monthly | Account's Term | Not Allowed | Allowed - See Transaction Limitations section | Not Automatically Renewable |
| 15 Month | / | | | | | | | | |
| 25 Month | / | | | | | | | | |
| ☐ **Special IRA Share Certificate** | | | | | | | | | |
| 9 Month | / | Fixed Rate | $1,000.00 | Monthly | Monthly | Account's Term | Not Allowed | Allowed – See Transaction Limitations section | Not Automatically Renewable |
| 15 Month | / | | | | | | | | |
| 25 Month | / | | | | | | | | |

## 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 all accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

**2. DIVIDEND PERIOD —** For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

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

**4. BALANCE INFORMATION —** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings 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 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.

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

**6. TRANSACTION LIMITATIONS —** For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below and your account will be closed. Partial withdrawals are not allowed.

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

**8. EARLY WITHDRAWAL PENALTY —** We may impose a penalty if you withdraw funds from your account before the maturity date.

**a. Amount of Penalty.** For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

| | |
|---|---|
| Terms of 12 Months or less | 90 days' dividends |
| Terms of 13 to 48 Months | 180 days' dividends |
| Terms longer than 48 Months | 360 days' dividends |

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

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

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

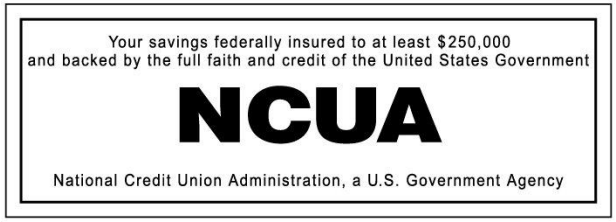
(ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

**9. RENEWAL POLICY —** The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. For accounts that do not automatically renew for another term, the account balance will be transferred to another account of yours upon maturity. Dividends will be paid until the account is closed or transferred to another account of yours.

**10. NONTRANSFERABLE/NONNEGOTIABLE —** Your account is nontransferable and nonnegotiable.

**11. 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 | $5.00 |
| Number of Shares Required | 1 |



# What You Need to Know About Overdraft Protection

An overdraft occurs when you do not have adequate funds in your available balance, but the credit union pays it anyway.

**What are the Standard Overdraft Practices that come with my account?**
If an overdraft occurs on your account, SFCU offers standard overdraft protection to help manage your account, including:

- **Transfer from Savings** – We may transfer available funds automatically from your SFCU savings account at no cost to you. Federal regulations limit transfers to six per month. If you exceed the six transfers per month, a fee will be assess for each transfer.

- **Line of Credit (LOC)** – Members may apply for an LOC to be used for overdraft protection. If funds are not available in your SFCU checking account, your LOC may be used to cover the discrepancy up to your loan limit.

- **Overdraft Privilege** – Overdraft Privilege is included on your account for Checks, ACH transactions and Automatic Bill payments in the event you do not have adequate funds in your checking account's **available balance** to cover a transaction. You also have the option to include coverage for Debit Card transactions, which will prevent declined transactions and the inconvenience of being unable to pay at the register. You have 30 days to repay the transaction amount(s) plus fees incurred. A fee will be charged for each Overdraft Privilege use.

Overdraft Privilege coverage is automatically included on your account for Checks, ACH transactions and Automatic Bill payments. We pay all checks and debits on your checking account in order of arrival sequence throughout the day. There is no daily limit on how many times Overdraft Privilege may be used. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay for an overdraft, your transaction will be declined.

Due to regulatory requirements, Overdraft Privilege is only available as a one-time debit or ATM card overdraft protection option to members who "Opt In."

**You have a choice in how Overdraft Privilege is administered on your account. Your options include:**

- Overdraft Privilege available for ALL eligible transactions including Checks, Automatic Bill payments, ACH and Debit Card transactions.

- Overdraft Privilege available ONLY for Checks, Automatic Bill payments and ACH transactions made using your checking account number.

- No Overdraft Privilege on your account

Note: Your ability to "Opt In" may be limited or restricted and may be revoked at the credit union's discretion.

**What fees will I be charged if SFCU pays my overdrafts?**
A $2 fee is assessed for transferring funds from savings, no fee is assessed for transferring from a LOC. For each Overdraft Privilege transaction, there is a fee charged per transaction.

**What if I want SFCU to authorize and pay overdrafts on everyday debit card transactions?**
If you would like SFCU to authorize and pay everyday Debit Card transactions, you may update your preferences online, visit a branch or contact us at one of the phone numbers listed below:

- Toll-Free: 1-800-682-6426
- 601-420-5535

# Overdraft Protection FAQs

**What is an overdraft?** An overdraft occurs when you do not have adequate funds in your **available balance** to cover a Debit Card Transaction, Checks and ACH, or Automatic Bill Payment, but we pay it anyway.

**What is the difference between available balance and current balance?** Your available balance is your current balance minus any charges you have made that have not cleared your account or are on hold. The **available balance** is what is available to you to spend. Your **available balance** will change as you make transactions during the day.

**When does SFCU pay overdraft items?** SFCU pays all items on your checking account in arrival sequence throughout the day.

**What happens when my account is overdrawn?** In the event you do not have adequate funds in your **available balance**, the item will be returned unpaid and a per item fee will be charged unless you have Overdraft Protection.

**DO NOT RELY ON OVERDRAFT PRIVILEGE TO PAY YOUR ITEMS –- IT IS INTENDED ONLY AS A COURTESY IN THE EVENT YOU ACCIDENTALLY OVERDRAW YOUR ACCOUNT.**

| Available Overdraft Options | | | |
|---|---|---|---|
| **Overdraft Option** | **Fee** | **Restrictions** | **What do I need to do?** |
| From Savings | $2 per transfer | Six per month<br>Up to available funds | Select Savings as an account overdraft option by calling us, send a secure message through Online Banking or by visiting any of our branch offices |
| From Line of Credit (LOC) | No fee | Unlimited transfers up to available balance | Apply for a LOC with our Consumer Lending Department or use an existing LOC. Contact us to select your LOC as an overdraft option |
| Overdraft Privilege for Checks & ACH and Automatic Bill Payment | $26 per item | Limitations may apply | This option is automatically added to your checking account |
| Overdraft Privilege for one-time Debit or ATM Card Transactions | $26 per item | Limitations may apply | Federal Regulation requires you to “Opt In” for this service. |
| Overdraft Privilege for Checks & ACH, Automatic Bill Payment and Debit or ATM Card Transactions | $26 per item | Limitations may apply | The Checks & ACH and Automatic Bill Payment option is automatic.<br>Federal Regulation requires you to “Opt In” for the debit card option. |

**What is Overdraft Privilege on Debit Transactions?** Overdraft Privilege for Debit Card Transactions means SFCU pays a transaction even if you do not have funds available. Items will be approved up to your personal Overdraft Privilege limit. A fee is charged per item approved using Overdraft Privilege. ***Important: Federal Regulations require you to “Opt In” for this option.***

**How do I select Savings or LOC as an overdraft option?** Contact us by phone, send a secure message through Online Banking or visit any of our branch offices.

# National Credit Union Share Insurance Fund (NCUSIF)

This credit union is federally insured by the National Credit Union Administration. Examples:

| **Family of Two** | | |
|---|---|---|
| **Individual Accounts** | | |
| Husband | Individual | $250,000 |
| Wife | Individual | $250,000 |
| **Joint Accounts** | | |
| Husband/Wife | Joint | $500,000 |
| **Testamentary/Revocable Trusts/Payable On Death** | | |
| Husband | POD/Wife | $250,000 |
| Wife | POD/Husband | $250,000 |
| **IRA Accounts** | | |
| Husband | | $250,000 |
| Wife | | $250,000 |
| | | |
| Total | | $2,000,000 |

| **Family of Four** | | |
|---|---|---|
| **Individual Accounts** | | |
| Husband | Individual | $250,000 |
| Wife | Individual | $250,000 |
| Child #1 | Individual | $250,000 |
| Child #2 | Individual | $250,000 |
| **Joint Accounts** | | |
| Husband/Wife | Joint | $500,000 |
| Child #1/Child #2 | Joint | $500,000 |
| **Testamentary/Revocable Trusts/Payable On Death** | | |
| Husband | POD/Child #1 | $250,000 |
| Husband | POD/Child #2 | $250,000 |
| Wife | POD/Child #1 | $250,000 |
| Wife | POD/Child #2 | $250,000 |
| Husband | POD/Wife | $250,000 |
| Wife | POD/Husband | $250,000 |
| **IRA Accounts** | | |
| Husband | | $250,000 |
| Wife | | $250,000 |
| Total | | $4,000,000 |

Check additional coverage options at https://www.mycreditunion.gov/insurance-estimator

# Member in Good Standing

**Purpose**: This Member in Good Standing guideline outlines your responsibilities as a member of Statewide Federal Credit Union ("SFCU") and our rights to restrict accounts, products or services when you fail to meet your responsibilities. Specific agreements and disclosures also govern your membership, accounts, loans and services and are not amended or limited by this Policy. We encourage you to refer to the specific agreements and disclosures for additional details. We will provide copies of those agreements and disclosures upon your request.

**Member Responsibilities**: As a member-owned cooperative, all members of SFCU have obligations to SFCU and to other members. In addition to complying with the requirements of any agreements, you are also responsible for fulfilling all promises you have made to SFCU. Additionally, you have an obligation to notify SFCU if your contact information changes or if there are other changes that impact your account(s), loan(s), products, services or membership ("accounts or services"). You are responsible for promptly reporting any loss or theft of a card, PIN, or password, as well as any unauthorized transactions or other suspicious or fraudulent activity on any of your accounts. **It is your obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate**. You have a duty to cooperate with SFCU and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim.

**Fundamental Rights**: As a member, you have two fundamental rights: (1) to maintain a share account and earn dividends on those shares; and (2) to vote in annual and special meetings.

**Bylaws**: If your membership account balance falls below the required par value ($5.00) for membership, your membership may be terminated in accordance with SFCU's Bylaws. **Under the Bylaws, you must restore your account balance to the required par value within one (1) month or you will cease to be a member of SFCU**. The Bylaws also outline the process, including a vote of the members, by which you could be expelled from membership. If you cease to be a member or are expelled, you will remain liable for the amount of any outstanding obligation(s).

**Restrictions of Accounts or Services**: As a general policy, accounts and services are available to members in good standing. However, SFCU retains the ability to restrict accounts or services when it determines, in its sole discretion, the restriction is necessary or appropriate to protect itself, its interests, other members, or its employees. For example, the following actions could lead to a restriction of accounts or services:

- Delinquency or default on a loan or other obligation to SFCU;
- Excessive overdrafts, returned unpaid items, or returned payments or deposits;
- Causing a loss to SFCU, regardless of whether through a loan, account, product or service;
- Abusive conduct* toward SFCU employees, officials, third-party agents or other members;
- Attempts to conduct illegal or fraudulent transaction or attempts to circumvent SFCU policies or procedures;
- Your negligence in protecting your checks, cards, PIN, password, passcode, or other account authorization information; or
- Other actions or inactions that SFCU deems suspicious or inappropriate and for which a restriction is appropriate to prevent actual harm or loss to SFCU and its members.

*Abusive conduct includes, but is not limited to, the following behaviors: any type of harassment; use of profane, demeaning, intimidating or threatening language; actual or implied threats of bodily harm or property damage; vandalism or unauthorized removal of SFCU property or signage; or actual or attempted coercion or interference with SFCU employees or officials in the performance of their duties at any time.

**Possible Account or Service Restrictions**: SFCU reserves the right to restrict accounts or services, including but not limited to, the following ways:

- Denying your ability to access SFCU premises or utilize SFCU property;
- Restrict or prevent services which involve direct contact with SFCU employees, either in person, via telephone, or through electronic means;
- Restricting or preventing your use of optional services, including but not limited to: Overdraft Privilege; Skip-a-Pay; eDeposit; cashback or other programs;
- Restricting or preventing your use of Online Banking or other online or mobile banking systems;
- Freezing your account, limiting account access or closing your account;
- Restricting your ability to use your ATM, debit card or other access device;
- Reducing your credit limit or closing a line of credit (including credit cards);
- Restricting your ability to cash checks drawn on another SFCU member's account or requiring such checks be deposited into your account;
- Preventing you from being a joint owner on another member's accounts or acting as an agent for another member; or
- Otherwise restrict accounts or services, except we will never restrict your Fundamental Rights.

**Notice of Restriction**: Unless required by law, we are not obligated to provide you advance notice of our restriction of your accounts or services. We may provide reasonable notice depending on the circumstances and we encourage you to closely review the communications we provide to you regarding your accounts or services.

**Reporting Information to Credit Reporting Agencies**: SFCU may report information about your account(s) or loan(s) to credit reporting agencies. Late payments, missed payments, returned payments, overdrafts, defaults, or other negative information on your account(s) or loan(s) may be reported. You have the right to dispute the information that we have provided to credit reporting agencies if you believe it

is inaccurate or incomplete.

**Statutory Lien**: We have a statutory lien, granted by the Federal Credit Union Act, which is a right in or claim to your shares and dividends equal to the amount of your outstanding financial obligation to SFCU. When you established membership, you agreed to our statutory lien and we provided you notice of our rights in our Membership Agreement and our loan disclosures. **We may enforce our statutory lien by debiting funds in any or all of your accounts and applying those funds to your financial obligations when you are in default.** We may enforce our rights without further notice to you.

**Pledge of Shares and Right of Offset**: In addition to our statutory lien, you gave us a contractual pledge of shares when you established membership and you confirmed that pledge when you obtained your loans or opened new accounts. Your pledge of shares gives SFCU a security interest in all present and future shares and deposits in any accounts at SFCU in which you have an interest. **Your pledge of shares secures all obligations to SFCU including any loan, fees, costs, expenses or negative account balance.** Your pledge of shares authorizes SFCU to take money from any non-exempt account and apply it to what you owe if you are in default. For example, if you have a delinquent loan or a negative account balance, you agreed we may use funds in your account(s) to pay any or all of the unpaid or negative balance.

**Cross-Collateralization Provisions**: When you obtained a loan, you may have pledged collateral to secure the loan. For example, if you obtained an auto loan you pledged the vehicle as collateral for the loan. To protect SFCU and other members, you granted a security interest to SFCU for repayment of your loan and to secure repayment of all amounts you owed SFCU at that time or in the future. **This cross-collateralization means the collateral securing your loan may serve as collateral for additional loans with SFCU.** Additionally, SFCU may hold the collateral from another loan until all obligations are paid off. For example, SFCU may hold the title to your vehicle as collateral for another loan even if your auto loan has been paid in full. Generally, obligations secured by your primary residence are not subject to our cross-collateral rights.

**No Modification of Amendment**: This Policy does not modify, amend or otherwise limit any of your responsibilities or SFCU's rights under any agreement, disclosure or policy. Rather, this Policy is intended to further inform you about your responsibilities and rights as well as SFCU's ability to restrict accounts or services if you are not meeting your responsibilities or fail to act as a member in good standing of SFCU.

Statewide
FEDERAL CREDIT UNION

Rev. 10/22

# FACTS

## WHAT DOES STATEWIDE 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:<br>▪ Social Security number and transaction history<br>▪ employment information and credit history<br>▪ credit scores and account balances<br><br>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 Statewide Federal Credit Union chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Statewide 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 800-682-6426 or go to www.statewidefcu.org |

## What we do

| | |
|---|---|
| **How does Statewide 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 Statewide Federal Credit Union collect my personal information?** | We collect your personal information, for example, when you<br>▪ open an account or apply for financing<br>▪ make deposits or withdrawals from your account or make a wire transfer<br>▪ give us your contact information<br><br>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<br>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness<br>▪ affiliates from using your information to market to you<br>▪ sharing for nonaffiliates to market to you<br><br>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.<br>▪ *Statewide Federal Credit Union has no affiliates*. |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies.<br>▪ *Statewide 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.<br>▪ *Our joint marketing partners include advertising/marketing agencies, loan recapture programs and insurance companies.* |

## Other important information

## REMOTE DEPOSIT CAPTURE SERVICES TERMS AND CONDITIONS

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean **Statewide Federal Credit Union**. My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and my **Statewide Federal Credit Union membership and account agreement** are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

**Use of the Services.** Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in the System Requirements section below. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Guarantee Specific to Deposits Received for Credit to a Business Account:

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses **Statewide Federal Credit Union** incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with **Statewide Federal Credit Union** enforcing this Guarantee. This Guarantee shall benefit **Statewide Federal Credit Union** and its successors and assigns.

**Compliance with Law.** I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

**Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement **must** include my **signature**, my **account number**, and "**FOR REMOTE DEPOSIT WITH STATEWIDE FEDERAL CREDIT UNION ONLY**". The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Rejection of Deposit.** You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

**Items Returned Unpaid.** A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote

deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

**Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

**Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to the Financial Institution's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or by mailing the original check to you at PO Box 320483, Flowood, MS 39232-0483. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

**Business Days and Hours.** Monday, Tuesday, Thursday & Friday 8:15am – 4:45pm. Wednesday 8:30 – 4:45pm.

**Funds Availability.** I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Flowood, MS. With regard to the availability of deposits made using the Services, such funds will be available as set forth below.

1) Deposits received via the Service are processed on our Mobile Deposit business days, which are Monday through Friday, excluding holidays, until 5:00 p.m. CST.

2) Deposit items that we receive after 5:00 daily will not be deposited to my account until the end of the following business day. Deposits made after 5:00 p.m. CST on a Friday that is a business day, and at any time on a Saturday, Sunday, or holiday, will not be deposited into my account until the end of the next business day that you are open.

3) The earliest that funds deposited after 5:00 p.m. via the Service will be available for withdrawal or to pay checks that I have written would be the third business day after the business day on which you receive the deposit.

4) Check holds or unavailability of the Service may cause further delays in availability of funds beyond that time. Checks deposited via the Service do not fall under the regulatory provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply to those deposited items.

**Accountholder's Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

3) I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.

5) I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.

8) I have not knowingly failed to communicate any material information to you.

9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.

10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

**Storage of Original Checks.** I must securely store each original check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of 30 days after transmission to you. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

**Securing Images on Mobile Devices**. When using the Service, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

**Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors**. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: 601-420-5535

or e-mail you at: info@statewidefcu.org

**Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

**Warranties.** I UNDERSTAND THAT THE FINANCIAL INSTITUTION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FINANCIAL INSTITUTION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE FINANCIAL INSTITUTION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**Change in Terms**. You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify,

add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

**Termination of the Services**. I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

**Relationship to Other Disclosures**. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of Mississippi, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of Mississippi.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:

1) Any item drawn on Statewide Federal Credit Union.

2) Any item that is stamped with a "non-negotiable" watermark.

3) Any item that contains evidence of alteration to the information on the check.

4) Any item issued by a financial institution in a foreign country.

5) Any item that is incomplete.

6) Any item that is "stale dated" or "post dated."

7) Savings Bonds

8) Any item with a restrictive endorsement.

9) Any item payable to a third party other than the member or an authorized signer listed on the account.

**Changes in Financial Circumstances.** I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change occurs in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of $250 or more that is not satisfied within thirty (30) days *or* stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or

applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

**Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship**. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

## SYSTEM REQUIREMENTS

## FOR REMOTE DEPOSIT CAPTURE SERVICES

iOS Compatibility - Requires iOS 9 or later. Compatible with iPhone, and iPad.

Android Compatibility - Requires 5.0 or higher or it will not install or appear in the play store.

RDC just requires a rear-facing camera.