



UTILITIES EMPLOYEES CREDIT UNION – CHANGE IN TERMS NOTICE

Utilities Employees Credit Union’s (UECU) Truth-In-Savings (TIS) Disclosure, Consumer Membership Agreement, and Fee Schedule have been updated. The changes are outlined below. Minor terminology adjustments, grammatical corrections, reallocation of verbiage, and formatting changes were made throughout.

The changes to the TIS Disclosure are effective immediately July 1, 2024. The updated version of the TIS Disclosure will be available online at uecu.org on July 1, 2024. To request a copy of the updated version of the TIS Disclosure be emailed or mailed to you, you may write to us at PO Box 14864, Reading, PA 19612-4864 or call us at 800.288.6423. The updated TIS Disclosure applies to your accounts with UECU without any action by you.

The changes to the Membership Agreement and Fee Schedule are effective August 1, 2024. The updated version of the Membership Agreement and Fee Schedule will be available online at uecu.org on August 1, 2024. To request a copy of the updated version of the Membership Agreement and Fee Schedule be emailed or mailed to you, you may write to us at PO Box 14864, Reading, PA 19612-4864 or call us at 800.288.6423. The updated Membership Agreement and Fee Schedule apply to your accounts with UECU without any action by you.

A. TIS Disclosure:

- 1) The following language was added to the beginning of the disclosure: This disclosure contains rules that govern your consumer deposit account(s). Consumer deposit accounts cannot be used for commercial purposes. Current dividend rates will be quoted upon request at 1-800-288-6423 or 610-927-4000 (in Reading, PA area) or can be obtained at www.uecu.org.
- 2) The following product types were added:

ACCOUNT TYPE	MINIMUM BALANCE TO OPEN ACCOUNT	MINIMUM DAILY BALANCE TO AVOID A MONTHLY FEE	MONTHLY SERVICE FEE OR MINIMUM BALANCE FEE	MINIMUM BALANCE TO OBTAIN ANNUAL PERCENTAGE YIELD	DIVIDEND RATE	ANNUAL PERCENTAGE YIELD (APY)
Kasasa Saver	None Required	None Required	None	\$.01 - \$50,000.00 \$50,001.00 +	See published Rate Sheet	
Kasasa Cash	None Required	None Required	None	\$.01 - \$15,000.00 \$15,001.00 +		
Kasasa Cash Back	None Required	None Required	None	Not Applicable	None	None

- 3) **Freedom Checking:** All language pertaining to the Freedom Checking product has been removed as all Freedom Checking accounts will be converted to Rewards Checking on 7/1/2024.
- 4) The following product types were grandfathered and are no longer offered:
 - Rewards Checking
 - Rewards Checking PLUS
- 5) **Rewards Checking:** The minimum daily balance fee to avoid a monthly fee is increasing from \$0.00 to \$50.00. The \$5.00 monthly service fee has been eliminated, and a \$4.00 minimum balance fee now applies.
- 6) **Dividend Rate** – Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
 - Dividend Rate and APY: **The dividend rate and APY are variable and may change after the account is opened. Rates are subject to change at the Credit Union’s discretion, without notice. APY assumes dividends remain on deposit. A withdrawal of dividends will reduce earnings. ~~The dividend rate and APY may change after the account is opened. Rates are subject to change at the Credit Union’s discretion, without notice.~~**
- 7) **Compounding and Crediting** – Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
 - Dividends will be compounded ~~monthly~~ and ~~will be~~ credited **monthly on the last day of the current statement cycle.** If you close your account before dividends are credited, you will receive **dividends accrued through the date of account closure** ~~accrued dividends.~~ Exclusions apply for payment of accrued dividends at closure for Kasasa Cash, Kasasa Cash Back, Kasasa Saver, CD’s, and Rewards Checking PLUS accounts converted to a Kasasa Cash account on the same day. See specific sections within this disclosure for closure details.
- 8) **Transaction Limitations** – Revisions have been made to the already existing section. Language that has been removed is struck through:
 - Accounts are only transferable on the records of the Credit Union. The Credit Union reserves the right at any time to require 7 days written notice before any withdrawal or transfer ~~for a Savings account, CD, or IRA CD account.~~
- 9) **Money Market Savings Only** – Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
 - Money Market Savings ~~Only:~~ **The dividend rate used to calculate your daily periodic rate is the dividend rate of the tier that corresponds to your daily balance.** ~~The dividend rate used, for the entire balance of your account, is the dividend rate of the highest~~

- tier that corresponds to the balance. A \$10.00 service fee will be assessed if your account balance falls below \$2,500 on one or more days in a statement cycle.
- 10) **IRA Savings Only** – Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
- ~~IRA Savings Only: The dividend rate used, for the entire balance of your account, is the dividend rate of the highest tier that corresponds to the balance.~~
- 11) **CD & IRA CD Only** – Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
- **A CD will automatically renew for an equal term at the dividend rate set by the Credit Union at the beginning of the renewal period unless you: (1) redeem the CD on the maturity date, (2) redeem the CD before the expiration of the grace period, or (3) renew a special CD. Special CDs do not renew at an equal term. The renewal term will be disclosed at the time of account opening.** ~~A CD will automatically renew for successive like periods unless you redeem the CD on the maturity date or before the expiration of the grace period.~~
 - ~~Each renewal will be for an equal term at the dividend rate set by the Credit Union at the beginning of the renewal period.~~
 - ~~At our option, the Credit Union may allow you to withdraw principal without an early withdrawal penalty when one or more Account Owner(s) dies or is determined legally incompetent by a court or administrative body of competent jurisdiction, or the Account is a Traditional IRA, or a Keogh Plan and the owner attains age 70 ½ or becomes disabled.~~
- 12) **Rewards Checking PLUS Only** – Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
- **Rewards Checking PLUS Only: The dividend rate used to calculate your daily periodic rate is the dividend rate of the tier that corresponds to your daily balance. The dividend rate used, for the entire balance of your account, is the dividend rate of the highest tier that corresponds to the balance. If you convert your Rewards Checking PLUS account to a Kasasa Cash account on the same day, you will forfeit any dividends accrued at the Rewards Checking PLUS dividend rate that have not been credited to your account. The Kasasa Cash qualifying dividend rate will be used to calculate your daily periodic rate for the full month.**
- 13) New section added:
- ATM Fee Refunds:** Nationwide ATM withdrawal fee refunds will be credited to eligible accounts on the last day of the current statement cycle. We will refund ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate refund, we will adjust the refund amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.
- You will receive a refund up to an aggregate total of \$12.00 for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back account, Kasasa Cash account, or linked Kasasa Saver account when the respective account qualifications are met during a Monthly Qualification Cycle. If qualifications are not met, ATM withdrawal fees are not refunded. If an account is closed during the Monthly Qualification Cycle, you will forfeit any ATM fee refunds that have not been credited to your account. The Kasasa Cash, Kasasa Cash Back, and Kasasa Saver account terms and conditions articulated within this disclosure will apply.
 - You will receive refunds up to an aggregate total of \$12.00 per month within your Rewards Checking PLUS account. If an account is closed during the current statement cycle, you will forfeit any ATM fee refunds that have not been credited to your account.
 - You will receive refunds up to an aggregate total of \$8.00 per month within your Rewards Checking account. If an account is closed during the current statement cycle, you will forfeit any ATM fee refunds that have not been credited to your account.
- 14) New sections added:
- All Kasasa Products:** Limit of one Kasasa Saver account and one Kasasa Checking account per membership. Members cannot exceed two Kasasa Saver accounts and two Kasasa Checking accounts for all combined UECU membership accounts. Rates, rewards, and bonuses, if any, are variable and may change after an account is opened. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle. Please see uecu.org or contact a Member Service Representative at 800.288.6223 for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Kasasa and Kasasa Cash Back are trademarks of Kasasa, Ltd., registered in the U.S.A.
- Kasasa Cash & Kasasa Cash Back:** The Kasasa Cash and Kasasa Cash Back accounts are intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting, and entertainment transactions are posted and settled. Commensurate with the spending activities identified, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards. UECU reserves the right to determine if an account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts closed altogether. We have the right to close an account at any time, with proper notice. Our decision to close an account will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted, and no checks will be paid after an account is closed. If an account is closed, you will forfeit any rewards that have not been credited to the account. A check for the remaining balance, if applicable, will be mailed to the accountholder at the address indicated on our current records. Upon

termination of an account, any optional add-on products / services associated with this account will also be terminated at the same time, including any linked Kasasa Saver account.

Kasasa Cash & Kasasa Cash Back Qualification Information:

- "Monthly Qualification Cycle" means a period beginning one (1) day prior to the first Banking Day of the current Statement Cycle through one (1) day prior to the last Banking Day of the current Statement Cycle.
- "Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that are posted and settled to the accountholder's account.
- "Banking Day" means any day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

To earn rewards for the Kasasa Cash and Kasasa Cash Back accounts, the following enrollments must be in place and all transactions and activities must post and settle to each respective account during each Monthly Qualification Cycle:

- One or more direct deposit, ACH credit, or ACH payment transaction.
- 12 debit card purchases.
- Enrollment in Mobile and Online Banking and paperless Member Statements.

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards. The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

Kasasa Cash Reward Information: When Kasasa Cash qualifications are met during a Monthly Qualification Cycle, daily balances earn the qualifying dividend rate that corresponds to the daily balance as published on UECU's Rate Sheet. If the Kasasa Cash account qualifications are not met during a Monthly Qualification Cycle, daily balances earn the nonqualifying dividend rate as published on UECU's Rate Sheet. Dividends will be credited to your Kasasa Cash account on the last day of the current Statement Cycle. Dividends in Kasasa Cash do not compound if dividends are automatically transferred to the Kasasa Saver account within one day. This automatic transfer may cause a negative balance to your Kasasa Cash account if the account balance is less than the transferred amount when the transfer occurs. See Kasasa Saver section for more information. If the Kasasa Cash account is closed during the Monthly Qualification Cycle, you will forfeit any dividends that have not been credited to your account.

Kasasa Cash Back Reward Information: When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 4.00% cash back on up to a total of \$200.00 debit card purchases that post and settle to the account during that cycle period. A maximum of \$8.00 cash back payments may be earned per Monthly Qualification Cycle. Cash back payments will be credited to your Kasasa Cash Back account on the last day of the current Statement Cycle. If the Kasasa Cash Back account qualifications are not met during a Monthly Qualification Cycle, no cash back payments are made. If the Kasasa Cash Back account is closed during the Monthly Qualification Cycle, you will forfeit any rewards that have not been credited to your account.

Kasasa Saver: You must have a linked Kasasa Cash or Kasasa Cash Back account in order to open a Kasasa Saver account, and the linked Kasasa Cash or Kasasa Cash Back account must remain open throughout the period that you hold the Kasasa Saver account. If the linked Kasasa Cash or Kasasa Cash Back account is closed during the Monthly Qualification Cycle, the Kasasa Saver account cannot remain open. The Kasasa Saver account will be closed and converted to a Special Savings account, unless instructed otherwise. The Special Savings account's terms and conditions articulated within this disclosure will apply. If, for whatever reason the Kasasa Saver portion of your account is closed, the balance in your Kasasa Saver account will automatically be transferred to the associated standalone Kasasa Cash or Kasasa Cash Back account, unless instructed otherwise. The Kasasa Cash or Kasasa Cash Back account terms and conditions articulated within this disclosure will apply.

When your linked Kasasa Cash or Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, the (a) dividends, (b) cash back dollars, and (c) the nationwide ATM withdrawal fee refunds earned through the linked Kasasa Cash or Kasasa Cash Back account, as applicable, are transferred into the Kasasa Saver account on the last day of the current Statement Cycle or within one day of the current Statement Cycle.

When your linked Kasasa Cash or Kasasa Cash Back account qualifications are met during a Monthly Qualification Cycle, daily balances in your Kasasa Saver account earn the qualifying dividend rate that corresponds to the daily balance as published on UECU's Rate Sheet. When your Kasasa Cash or Kasasa Cash Back qualifications are not met, daily balances earn the nonqualifying dividend rate as published on UECU's Rate Sheet. Dividends will be credited to your Kasasa Saver account on the last day of the current Statement Cycle. If the Kasasa Saver account is closed during the Monthly Qualification Cycle, you will forfeit any dividends that have not been credited to your account.

B. Membership Agreement:

- 1) The name of the Agreement has been changed from Membership Agreement to Consumer Membership Agreement.
- 2) **Membership** — Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
 - **Membership Eligibility:** You authorize us to check your account, credit and employment history and obtain credit reports in connection with any application for a deposit account; any application for credit or for the purpose of reviewing an extension of credit or increasing a credit line or limit; for the purpose of taking collection action; or for any other legitimate/**permissible** purposes associated with your accounts, including determining eligibility for additional Credit Union products or services.
 - ~~For accounts being opened on behalf of certain types of businesses, we will ask the individual opening the account to provide the name(s) of everyone who owns 25% or more of the company and to provide the name(s) of at least one person in control of the company.~~
- 3) **Individual Accounts** — Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
 - If the account owner dies, **all sums in the account will pass to the decedent's estate or In-Trust-For (ITF) beneficiary, as applicable** ~~the interest passes~~, subject to applicable law and provisions of this Agreement ~~to the decedent's estate or In-Trust-For (ITF) beneficiary.~~
- 4) **Joint Accounts** — Revisions have been made to the already existing section. Language that has been added is bolded:
 - **If all account owners die, all sums in the account will pass to the decedent's estate or In-Trust-For (ITF) beneficiary, as applicable, subject to applicable law and provisions of this Agreement.**
- 5) **Savings Account Trust Designations** — Revisions have been made to the already existing section. Language that has been added is bolded and language that has been removed is struck through:
 - ~~Savings Account Trust Designations~~ **ITF Accounts:** An ITF 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 ITF beneficiaries. Upon the death of the last account owner, **all UECU debts owed by the deceased will be paid. After UECU debts owed by the deceased have been paid**, if there is more than one (1) surviving beneficiary, the **remaining funds will be** ~~account~~ is payable to such beneficiaries in equal shares. **Upon learning of the death of the last surviving owner, UECU will consider the account of the deceased member closed, as permitted by our Bylaws, and transfer the funds to unclaimed shares. Dividends will not accrue or be paid after an account is closed. If a deceased owner was receiving federal benefit payments to their account, the account is subject to a reclamation review for paid federal benefits after date of death. These funds may be required to be returned to the issuing federal agency before any funds may be disbursed, in accordance with applicable law. The credit union will pay the funds of the deceased owner to the ITF beneficiaries in accordance with the terms of the ITF account and applicable law and is released from liability for the amounts paid.**
- 6) New section added:
 - **Estate Accounts:** Upon learning of the death of the last surviving owner, if there is no ITF designation, all sums in the account will pass to the decedent's estate after all UECU debts owed by the deceased are paid. UECU will consider the account of the deceased member closed, as permitted by our Bylaws, and transfer the funds to unclaimed shares. Dividends will not accrue or be paid after an account is closed. UECU will not permit deposits or withdrawals to be made in the account without receiving authorization by a court-recognized representative of the estate for deposits or withdrawals. Until UECU receives the authorization, deposits and withdrawals will not be permitted. If a deceased owner was receiving federal benefit payments to their account, the account is subject to a reclamation review for paid federal benefits after date of death. These funds may be required to be returned to the issuing federal agency before any funds may be disbursed, in accordance with applicable law. The credit union will pay the funds of the deceased owner to the estate of the deceased owner in accordance with court orders and applicable law and is released from liability for the amounts paid.
- 7) **Automated Processing of Items** — This section has been renamed, Check Examination.
- 8) **Dormant Accounts** — All language previously in this section has been removed and replaced with the following:
 - A deposit account is considered dormant if you have not initiated account activity (a deposit, withdrawal, check, transfer, loan payment, or loan advance) for a period of one year. A dividend posting, dividend transfer, fee, fee refund, ATM refund, membership share posting, inactive checking account transaction, or any credit union initiated activity does not constitute account activity. A deposit account will not be considered dormant if, you have an active related account, such as an open loan, mortgage, Certificate of Deposit (CD), Health Savings Account (HSA), Individual Retirement Account (IRA), or UEIS account; you have an aggregate balance of more than \$1,000.00; any account owner is under the age of 35; the account has been opened less than 18 months; you have applied for a UECU loan in the last 6 months; or you are an owner of another active account. If your account does not fall under one of those exceptions and meets the dormant criteria, a dormant fee will be charged. Dormant fees are set forth in the Fee Schedule. If an account is reduced to zero balance by dormant account fees, the account will be closed. A dormant fee will not reduce your membership share, and your membership will not be terminated as a part of the dormancy process. If your account remains inactive under the dormancy criteria for three (3) years, or such other period as required by law, the balance of your account(s) will be transferred as abandoned property to the appropriate government agency, in accordance with applicable escheat laws, and your membership will be terminated. Escheat fees are set forth in the Fee Schedule.
- 9) **ACH and Wire Transfers** — Revisions have been made to the already existing section. Language that has been added is bolded:
 - **We reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees**

exceeds the available balance in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive, or indirect loss or damage you may incur in connection with funds transferred to or from your account.

- 10) **Statements** — Revisions have been made to the already existing section. Language that has been added is bolded:
- **You agree to examine your statement including enclosed canceled checks, or images of checks, and notify us immediately of any unauthorized or altered item or discrepancy. If you do not notify us reasonably and promptly, you will be precluded from making a claim against us based on the forged or altered item. Unless you give us notice within 30 days after the date of the statement, the statement shall be deemed correct for all purposes, and we shall not be liable for any payments or charges reflected thereon. This includes a forged, unauthorized, or missing signature or endorsement, a material alteration, a missing or diverted deposit, or any other error or discrepancy.**
- 11) New section added:
- **Termination of Membership:** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. UECU may return any debits or deposits to the account that UECU receives after closure and faces no liability for failing to honor any debits or deposits received after closure.
- 12) **Denial of Services and Member Expulsion** — Revisions have been made to the already existing section. Language that has been added is bolded:
- **We have monitoring processes in place for the purpose of determining your risk profile and determining when to maintain, suspend, or expel a membership due to elevated risk factors. We may restrict account access and services without notice to you when your account is being misused, you are conducting activity that is suspicious in nature, you have conducted fraudulent activity, 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.**

C. Fee Schedule

- 1) **Checking and Money Market Savings Account:**
- The Checking Accounts powered by BaZing subsection has been removed.
 - The words “(interest checking + BaZing)” have been removed from the Rewards Checking PLUS subsection.
 - All language from the Rewards Checking subsection has been removed and replaced with the following language - A \$50 minimum daily balance is required to avoid a \$4 minimum balance fee.
 - All disclosure language pertaining to BaZing benefits has been removed.
 - The Freedom Check subsection has been removed.
- 2) **Account Related Fees:**
- Stop Payment – Clarification added that the fee is charged per item.
 - Temporary Checks – Clarification added that the fee is charged per set.
 - Treasurer’s Check – Clarification added that the fee is charged per check.
 - Copy of Withdrawal Check or Treasurer’s Check – Clarification added that the fee is charged per check.
 - Dormant Account – Clarification added that the fee is charged quarterly.
 - The Dormant Account disclosures have been removed and replaced with the following - A dormant fee will be charged to your account quarterly if there has been no member generated activity in the last 12 months and aggregate account balances are less than \$1,000, unless an account owner is under the age of 35, has an active related account, such as an open loan, mortgage, Certificate of Deposit (CD), Health Savings Account (HSA), Individual Retirement Account (IRA), or UEIS account, the account has been opened less than 18 months, you have applied for a UECU loan in the last 6 months, or you are an owner of another active account. See Consumer Membership for full details.
 - **Added new fee – Foreign Check Deposit.** The fee is charged per check. The fee amount is \$15.00 per check.
 - IRA Direct Transfer – The fee name has been revised to IRA/HSA Direct Transfer. The fee has been decreased from \$35.00 to \$15.00 per transfer.
- 3) **Loan Related Fees:**
- Payoff Request – Clarification added that the fee is charged per request via fax or mail.
 - Returned Loan or Visa Convenience Check – Clarification added that the fee is charged per check. The fee has been decreased from \$25.00 to \$15.00.
 - Loan or Visa Payment Returned Unpaid – Clarification added that the fee is charged per item. The fee has been decreased from \$25.00 to \$15.00.
 - Satisfaction of Mortgage Fee when refinancing HE Term Loan or HELOC with another lender – Clarification added that the fee is charged per loan.
- 4) **Card Fees:**
- Expedited Card Delivery – Clarification added that the fee is charged per card.
 - **Added new fee – Foreign Transaction Fee.** The fee is charged per transaction in U.S. dollars. The fee is 1% per transaction.
- 5) **Expedited Mail Service Fees:**
- Monday Through Friday 2nd Day Delivery – The fee has been decreased from \$32.00 to \$25.00.
 - Monday Through Friday Priority Overnight & Saturday Delivery Priority Overnight – These fees have increased from \$45.00 to \$50.00 to account for increased costs with third party delivery servicers.



ACCOUNT AGREEMENT & DISCLOSURES

Effective: May 1, 2024

[Membership Agreement](#)

[Funds Availability Policy](#)

[Electronic Funds Transfer Agreement](#)

[Truth-In-Savings Disclosure](#)

[Privacy Policy](#)

MEMBERSHIP AGREEMENT

This Membership Agreement, along with the rest of the Account Agreement and Disclosures (together, the "Agreement"), covers your and our rights and responsibilities concerning the accounts and services that Utilities Employees Credit Union ("Credit Union" or "UECU") offers. In this Agreement, the words "you" and "yours" mean anyone who signs, or otherwise authenticates, an approved Membership Application, Signature Card, Account Application, ownership update document or a request for additional services ("Account Card"). The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more share or other deposit accounts or subaccounts you have with the Credit Union.

THIS AGREEMENT CONTAINS AN ARBITRATION AND WAIVER OF CLASS ACTION CLAUSE. IT IS IMPORTANT THAT YOU READ THIS CLAUSE CAREFULLY AND FOLLOW THE PROCESS TO OPT OUT IF YOU WISH TO DO SO, BEFORE CONSENTING TO THIS AGREEMENT.

Membership: Employees and retirees of our partner companies, members of affiliated associations and anyone who lives, works, worships, or attends school in the Greater Reading Area are eligible for membership. The Greater Reading Area consists of 30 contiguous census tracts in Berks County, Pennsylvania. See Credit Union for census tract details. The spouse or domestic partner (living in same household), children (including stepchildren and adopted children), grandchildren, parents and siblings of a member may also join the Credit Union. You may call or write the Credit Union office for a membership/account application, or you may access an application on our website. Complete your membership online or return a membership/account application along with a minimum \$5.00 initial deposit, which is the par value of a membership share. You authorize us to check your account, credit and employment history and obtain credit reports in connection with any application for a deposit account; any application for credit or for the purpose of reviewing an extension of credit or increasing a credit line or limit; for the purpose of taking collection action; or for any other legitimate purposes associated with your accounts, including determining eligibility for additional Credit Union products or services. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. **Notice:** Section 326 of the USA Patriot Act requires the Credit Union to obtain, verify and record information that identifies each person who opens an account. When you open an account we will ask you for your name, address, date of birth, driver's license information and other information that will allow us to verify your identity. For accounts being opened on behalf of certain types of businesses, we will ask the individual opening the account to provide the name(s) of everyone who owns 25% or more of the company and to provide the name(s) of at least one person in control of the company. Your account(s) will be closed within 45 days of opening if we do not obtain all completed documentation required to establish membership.

Membership Share: UECU is a cooperative of members who are owners of the Credit Union. All UECU member owners are required to purchase and maintain a membership share. The cost of a membership share is \$5.00. The purchase of a membership share allows you to vote in accordance with our Bylaws and establish as many member accounts as you need, all subject to Credit Union approval processes. You will have a share account on each of your member accounts and your membership share of \$5.00 will be deposited to one of your share accounts to maintain your membership. There will be a hold placed on the \$5.00 membership share balance as long as you are a member of the Credit Union. You understand that multiple membership shares may be held on your share account if there are multiple owners. You understand that your membership share may be held in a share account with multiple owners and all owners have joint ownership over all balances, including your membership share. If you or another owner closes a share account that is holding your membership share, you give UECU authorization to transfer the hold of your membership share to any other open share account you are an owner of. You will not receive prior notification of this transfer. You will see a balance change to one of your remaining share accounts on your next statement, reflecting the deposit of the membership share and subsequent hold. If you are not an owner on any other share accounts, your membership share will be included in the payout balance of the closed member account. You understand that all balances held in a member account with multiple owners (joint account) can be closed individually by any one owner with no authorization from other owners. When an owner of a joint account acts individually and closes the member account, all funds can be paid to that owner individually, including your membership share if you are not an owner on any other member accounts. See Joint Account section below for more details.

Individual Accounts: An individual account is an account owned by one member qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law and provisions of this Agreement to the decedent's estate or In-Trust-For (ITF) beneficiary.

Joint Accounts: A joint account is an account owned by two (2) or more persons, with rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). We reserve the right to require written consent of all owners for any change to or termination of an account. You authorize us to recognize any of the signatures or other authentications subscribed in the membership application, signature card, or in any of your other account applications or ownership update documents in the payment of funds or the transaction of any business for your account. The joint owners agree with each other and with us that all sums now paid in on shares by any or all joint owners and all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and are subject to the withdrawal or receipt of any of them. Payment to any joint owner or to the survivor or survivors shall be valid and discharge us from any liability for such payment. The joint owners also agree to the terms and conditions of the account as established by the Credit Union from time to time and acknowledge that all account information, including Individual Retirement Account (IRA) and loan information, will be available to every individual on the account. Any or all of the joint owners may pledge all or any part of the shares in the account as collateral security to a loan or loans from the Credit Union. The right or authority of the Credit Union under this Agreement shall not be changed or terminated by any joint owner, except by written notice in a manner acceptable to us and that notice shall not affect transactions theretofore made.

Trust Accounts: We offer revocable and irrevocable trust accounts (collectively "trust accounts"). The settlor(s) of a trust account must be a member of the Credit Union to establish a trust account. A trust account is held by one or more trustees for the benefit of one or more beneficiaries based on a trust agreement. We are not required to understand, interpret, or enforce the terms of your trust agreement. The Credit Union is not required to keep any trust agreement in its files and is not liable for the contents of a trust agreement. THE CREDIT UNION WILL NOT REQUEST A COPY OF THE TRUST AGREEMENT AND SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS. A person named as a trustee on a trust account application has the same rights, responsibilities, and liabilities as an owner of an account under this Agreement to open, change, add, or close an account or service. Any trustee acting alone may change, add, or close the account and/or a service, and their signature on the trust account application or continued use of an account or service confirms their agreement to any later change, addition, or closure of an account and/or service by any other trustee on the trust account. While any trustee may change, add, or close the trust account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the trust account. We have no duty to notify the settlors or trustees of any transaction, change, addition, or closure of a trust account or service by any trustee acting alone. We will require a notarization certification of trust confirming the power of the trustee(s) prior to opening a trust account or allowing the trustee to make changes to a trust account. Any successor trustee(s) evidenced in the certification of trust will be authorized and fully qualified to act as trustee(s) in accordance with the terms of the trust agreement, such as in the event that all of the trustee(s) named in the trust account application resign, die, become incapacitated, or otherwise become unable to act as trustee(s) of the trust. You also agree to give us reasonable notice of changes affecting the trust account. You acknowledge that the trust account is governed by the applicable terms and conditions set forth in this Agreement and by the terms and conditions set forth in the trust account application.

Savings Account Trust Designations: An In-Trust-For (ITF) 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 ITF beneficiaries. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary, the account is payable to such beneficiaries in equal shares.

Deposit Insurance: Your individual deposit accounts are insured, in aggregate, up to \$250,000. Your interests in joint deposit accounts are added together and insured up to \$250,000, separately from individual accounts. Your IRA(s) are also separately insured for up to \$250,000. Insurance is provided by the National Credit Union Share Insurance Fund (NCUSIF) which is managed by the National Credit Union Administration (NCUA). For more information about NCUA insurance coverage of accounts, visit ncua.gov.

Deposits: Funds may be deposited to any account in any manner approved by the Credit Union. You authorize us to supply missing endorsements of any owners if we choose. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We have the right to limit, refuse or return any deposit and a fee may be charged. We may withhold all or part of the proceeds of any deposit in accordance with our Funds Availability Policy. We may send any item for collection. Any deposit of, or payable in, a foreign currency will receive credit in U.S. dollars only after final collection and exchange. Any collection fees we incur may be charged to your account. All items or transfers credited to your account are provisional until we receive final payment. Deposits made after the deposit cutoff-time and deposits made on a Saturday, Sunday or a federal holiday will be credited to your account on the next business day.

Returned Deposited Items: Even if we have made funds available to you, we may charge back to your account the amount of a deposited item if it is later returned unpaid or charged back to us. We will not be liable for damages or losses to you as a result of checks drawn or other debits presented on the accounts, which are dishonored because of the charge back. We may charge a fee for a returned deposited item. Fees are set forth in the Fee Schedule.

Account Rates and Fees: The Credit Union's payment of dividends and assessment of fees against your account are set forth in the Truth-In-Savings Disclosure and Fee Schedule, respectively. The Credit Union may change dividend rates and the fee schedule at any time, at our discretion. We will notify you of changes as required by law.

Withdrawals: You may withdraw or transfer funds from your account(s) in any manner we permit. We may refuse any withdrawal or transfer request which you attempt by any method not specifically permitted; which is greater in number than the frequency permitted; or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us to apply the frequency limitations. You authorize us to honor transactions initiated by a third party to whom you have given your account number or the MICR information appearing on the bottom of your check or deposit slip even if you do not authorize a particular transaction. We reserve the right to require at least seven days written notice before any withdrawal or transfer, excluding checking accounts. See the Funds Availability Disclosure for information about when you can withdraw funds you deposit.

Automated Processing of Items: We may disregard information on any draft or check, other than the signature of the drawer, the amount, 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. You agree to submit items to the Credit Union for payment or collection that adhere to general industry standards for encoding and magnetic ink.

Non-Sufficient Funds and Overdrafts: An overdraft occurs when the available balance in your account is not high enough to cover a transaction, but we pay it anyway. Your available balance is your account balance, minus any pending holds, and pending transactions (such as debit purchases) that we have authorized but have not yet posted to your account. If a transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the transaction (creating an overdraft) or return the item for Non-Sufficient Funds (NSF). In either case, an NSF fee will be charged. A fee will be imposed for overdrafts created by checks (share drafts), ACH, Point-of-Sale, ATM withdrawals, or by electronic means. The amount of the NSF fee is set forth in the Fee Schedule. A transaction that is authorized against a sufficient available balance may result in a negative available balance (overdraft) when it finally posts if intervening transactions have reduced the available balance. Multiple NSF fees may be charged on the same transaction if the transaction is presented or submitted for payment multiple times. Transactions may not be processed in the order in which they occur. The order in which transactions are received and processed may impact the total amount of fees incurred by you. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. We do not have to notify you if your account does not have funds to cover checks, fees, electronic debits, or other posted items. The Credit Union has the right to charge any shares you own to cover negative balances, except as prohibited by law. If you do not pay the negative balance within a reasonable period of time after we notify you of the deficiency, we will close your account.

Overdraft Protection Plan: If you have elected an Overdraft Protection Plan, we will honor checks and other items that overdraw the available account balance in your checking account by transferring funds from your election of eligible accounts and/or loans, to your checking account. If you elect to have transfers from an eligible account, funds will be transferred in the amount necessary to clear the overdrawn item. If you elect to transfer from an eligible loan, funds will be transferred in \$100 increments. If there is a service charge for overdraft transfers, the charge is set forth in the Fee Schedule. Members cannot transfer funds from a business account to a consumer account under the Overdraft Protection Plan, or vice versa. The Overdraft Protection Plan is governed by the Overdraft Protection Agreement. In the event of a conflict between the Overdraft Protection Agreement and the Account Agreement and Disclosures, the terms of the Overdraft Protection Agreement will control.

Postdated and Stale dated Items: We may pay any check without regard to its date unless you notify us of a postdating. We will not honor a postdated check unless we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check. You may make an oral notice, which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. We are under no obligation to pay a check or draft drawn on your account, which is presented more than six (6) months after its written date.

Stop Payment: You can request us to stop payment of a preauthorized payment, check or draft drawn on your account. The stop payment request must be dated, signed, or otherwise authenticated and must describe the account and specify the number, date, exact amount of the item, and the payee. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. We must receive the request in reasonable time to permit action on it. The stop payment request is ineffective, if at the time of the request, we have already cashed the item or if we have otherwise become legally obligated to pay the item. You may make an oral stop payment request, which lapses in fourteen (14) calendar days unless confirmed in writing. A written stop payment request is effective for six (6) months and may be renewed in writing for additional six-month periods. You agree to indemnify and hold us harmless for any expense, cost, or liability for refusing payment of any item on which a request has been made to stop payment or for payment of an item after a stop payment has expired. The Stop Payment Fee is set forth in the Fee Schedule.

Restrictive Legends: We are not required to honor any restrictive legend or other limitation written or printed on checks or drafts unless we have agreed in writing to the restriction or limitation. Examples of restrictive legends are "void after 90 days", "not valid for more than \$1000.00 or "two signatures required".

Inactive Checking Accounts: Active UECU checking accounts must have one or more transactions per month. Checking accounts that are inactive for six (6) consecutive months may be closed and any remaining checking account funds transferred to a member's share savings account. Any check cards associated with the account will be expired.

Dormant Accounts: A deposit account is considered dormant if you have not initiated account activity (a deposit, withdrawal, check or transfer) for a period of one year. A dividend posting or dividend transfer does not constitute account activity. If your account meets the dormant criteria, and you do not have an active related account – such as a loan, mortgage, Certificate of Deposit (CD), or Individual Retirement Account (IRA) -- a dormant fee may be charged. Account fees are set forth in the Fee Schedule. If a share savings account is reduced to zero balance by dormant account fees, you will have 45 days to replenish the par value of one membership share. If you do not replenish par value, the account will be closed, and membership terminated. If your account remains inactive for 24 months and has an aggregate deposit balance of less than \$1,000, the Credit Union may close the account and issue a check for the balance. A closed account check not cashed within six (6) months will be assessed an unclaimed funds fee. If your account remains inactive for three (3) years, or such other period as required by law, the balance, after deducting an escheat fee, will be transferred as abandoned property to the appropriate government entity. This is known as escheat. Account fees are set forth in the Fee Schedule.

ACH and Wire Transfers: You may initiate or receive credits or debits to your account through Automated Clearing House (ACH) or wire transfer if we provide the service. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfers will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit, or you will refund us the amount if we do not receive final settlement. We may charge an ACH Exception Fee if you provide third parties with incorrect account information related to an incoming ACH transfer. Account fees are set forth in the Fee Schedule. When you initiate a wire or ACH transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. You agree to be bound by Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the Commonwealth of Pennsylvania. You agree to be bound by Automated Clearing House Rules and Regulation J, as applicable, which govern ACH and wire transfer processing. You agree to initiate and receive only lawful ACH and wire transfer entries. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. You agree to make use of multi-factor authentication, challenge questions and answers, a verification callback and/or other identification procedures that we may implement from time to time in order to increase security. You agree that our security procedures are reasonable.

Transaction Limitations: Accounts are only transferable on the records of the Credit Union. The Credit Union reserves the right at any time to require 7 days written notice before any withdrawal or transfer of funds from an interest-bearing account, excluding interest bearing checking accounts. We may refuse to allow a withdrawal in some situations and will advise you accordingly for example if: (1) there is a dispute between account owners; (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. UECU will not conduct transactions for non-members unless otherwise stipulated in Credit Union policy. Services and benefits outlined in this Agreement may be limited or excluded for Business accounts, Estate accounts or Representative Payee accounts.

Statements: We will send or make available to you, electronically or otherwise, a periodic statement showing transactions and activity on your account. You are responsible for examining each statement with reasonable promptness. If you believe there is an error, discrepancy, or irregularity, you must notify us immediately. If you fail to discover and notify us of any error, discrepancy, or irregularity within 60 days of when we first send or make the statement available, you cannot make a claim against us. In the case of a change of address, you are responsible for providing us with a current address. If you do not receive a periodic statement, you agree to notify us within fourteen (14) days of the time that you regularly receive a statement. For checking accounts, you understand that your original check, when paid, becomes property of the Credit Union, and will not be returned to you but copies will be retained by us or by a payable-through financial institution and made available upon your request. You may be charged a fee for check copies. Account fees are set forth in the Fee Schedule.

Online Statements: When you request E-Statements, you agree to receive your monthly or quarterly account statements electronically. We will notify you by e-mail when your statements are available for review. You are responsible for providing and maintaining your e-mail address and all information contained in the Account Profile records. You are responsible to view, print and/or save your statement document(s) for future reference as your statements will periodically purge. You agree that in addition to your member account statement we may also send you important notices and disclosures as required by law or regulation regarding your membership and accounts. These notices and disclosures may be sent separately or incorporated into the member newsletter that is made available at the time your statement is available for viewing. You may be charged a fee if you subsequently request a paper copy of your E-Statement. You have the right to change your election to receive E-Statements unless an E-Statement is a requirement for a product or package of products.

Credit Union Lien and Security Interest: The Credit Union shall have an automatic lien on your shares or share certificates for any sum due from you or for any loan endorsed by you, except as limited by state or federal law. In addition, unless prohibited by law, you pledge and grant to us a security interest in all shares, deposits, and dividends in all accounts you have with us now and in the future and we may use the funds from your accounts to pay any debt or amount now or hereafter owed to us, except obligations secured by your principal residence. By not enforcing a lien, we do not waive our right to enforce it later.

Denial of Services and Member Expulsion: It is the policy of the Credit Union to deny services, with the exception of a share savings account, to any member who has an existing obligation in default. If the obligation is reaffirmed or otherwise voluntarily repaid in a manner acceptable to the Credit Union, then the member may again be eligible for such services. The Credit Union has the right to deny services or expel any member for cause as defined by law and in accordance with Credit Union policy. Personal accounts cannot be used for business purposes. If your account is being used for business purposes, we reserve the right to close your account. If we exercise this right, we will send notice of account closure and give 30 days for you to redirect your financial services.

Amendment: We may amend account terms, agreements and Fee Schedules hereafter and may provide additional account terms, agreements, and fees from time to time. We will notify you of any changes in account terms, rates or fees as required by law. We reserve the right to close your account(s) at any time, without prior notice, and return the account balance to you.

Notice of Name or Address Change: You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require notice of a change in address and any other notice from you to be provided in writing. If you fail to notify us of your new address and we cannot locate you, we may impose a service fee as set forth in our current Fee Schedule.

Consent to Contact: You are required to provide an active telephone number by which we can reach you. You may, but are not required to, provide us with a cellular, Voice-over-Internet-Protocol (VoIP), or other telephone number which may require you to pay for receiving calls. If you choose to provide or by confirming your telephone number (including a mobile telephone number) for Mobile and Online Banking, you consent to receiving prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from UECU at the number. You consent to receive these calls in connection with your use of Mobile and Online Banking and as required for our everyday business purposes including notices and alerts regarding your account or account activity, identity verification, enhanced security and to prevent fraud. Standard text messaging rates may apply based on your plan with your mobile phone carrier.

Illegal Activities: You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities.

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.

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

Governing Law: Your accounts and this Agreement, including the interpretation and construction of this Agreement, are 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 Commonwealth of Pennsylvania, without regard to conflict of law provisions. Your accounts are located and maintained in Pennsylvania.

Venue; Jury Trial Waiver: Except as provided in the Arbitration Agreement, any action or proceeding arising out of or relating to this Agreement shall be brought in the same city as the U.S. District Court closest to the last known address shown in our records for the primary accountholder, unless the parties mutually agree to a different location. You and we agree to waive any right to a jury trial.

Limitation on Time to Sue: Any action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

Severability: If any provision of this Agreement is held by a court or arbitrator to be illegal, invalid or unenforceable, such provision shall be severed and inoperative, and—provided that the fundamental terms and conditions of this Agreement remain legal, valid and enforceable—the remainder of this Agreement shall remain operative and binding on you and the Credit Union.

Arbitration and Waiver of Class Action: You and we agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by JAMS in accordance with its applicable rules and procedures in effect at the time the arbitration Claims are filed ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the JAMS website free of charge at www.jamsadr.com; or a copy of the Rules can be obtained at the Credit Union upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU AND WE EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JUDGE OR JURY. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code ("FAA") to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

1. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If JAMS is unavailable to resolve the Claims, then the matter shall be arbitrated by a neutral arbitration forum agreed to by you and us, or, if the parties cannot agree, selected by a court in accordance with the FAA.

2. Effective Date. This Arbitration Agreement is effective upon the 61st day after we first provide it to you ("Effective Date") unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

3. Arbitration Proceedings. The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties mutually agree to a different location. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. The Arbitrator is not entitled to make errors of law. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed; provided, however, the Arbitrator's award can be reviewed for errors of law. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by a court.

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

5. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

6. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

7. Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Agreement or your relationship with us. To opt out, you must notify us in writing of your intent to do so on or before the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by us in writing at Advantages@uecu.org or P.O. Box 14864, Reading, PA 19612 on or before the Effective Date. Your notice of intent to opt out can be a letter that is signed by you, or an email sent by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect.

8. Survival. This Arbitration Agreement shall survive the closing of your account, membership or this Agreement.

FOR MORE DETAILS or if you have questions, you may call us or visit the Credit Union. If you have questions about JAMS procedures, you should check the JAMS website, www.jamsadr.com, or call JAMS at (800) 352-5267.

FUNDS AVAILABILITY POLICY

General Policy: The following policy describes the time period after which you may withdraw funds deposited to your account. Funds you deposit in your account at the Credit Union may not be available for immediate withdrawal. Once they are available, you can withdraw the funds at any time, and we will use the funds to pay any checks or debits presented. Please remember, that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Determining the Availability of a Deposit: The length of any delay in availability is counted in business days from the day of your deposit. Every day except Saturday, Sunday, and a federal holiday is a business day. If you make a deposit before 1:00 p.m. Eastern Time in person at our office or we receive a deposit in the mail 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 above-mentioned time or on a day, we are not open, we will consider that the deposit was made on the next business day we are open. The length of delay varies depending on the type of deposit and is explained below.

- 1) **Same-Day Availability** – Funds from the following deposits will be available on the day we receive the deposit: (1) cash deposits made in person; (2) electronic direct deposits; (3) checks drawn on Utilities Employees Credit Union (On-us checks); (4) travelers checks; (5) U.S. Treasury checks that are made payable to the member; (6) state and local government checks that are made payable to the member; (7) cashier's, certified, and teller checks that are made payable to the member; (8) Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders that are made payable to the member; and (9) the first \$225 from other checks deposited (not applicable for deposit to savings account).
- 2) **Next-Day Availability** – Funds from wire transfers will be made available on the first business day after the day of deposit.
- 3) **Other Check Deposits** – Our policy is to make funds available as follows:
 - **Checking Account Deposit Other Checks** – Funds will be available on the second business day after the day of the deposit. The first \$225 from a deposit of check(s) will be available on the same day of the deposit.
 - **Savings Account Deposit Other Checks** – Funds will be available on the second business day after the day of the deposit. Note: the first \$225 deposited to a savings account is not available the next business day.
- 4) **Automated Teller Machine (ATM) Deposit** – \$225 from any deposits (cash or checks) made to a savings or checking account at an ATM will be available immediately. Remaining funds from the deposit will not be available until five business days after the day of deposit. The business day at an ATM generally changes at 1:00 p.m. but may change at other times posted at the ATM. Transactions made on a non-business day are considered to be made on the next business day.
- 5) **Longer delays may apply** – Funds deposited by check may be delayed for a longer period under the following circumstances: (1) when we believe a check deposited will not be paid; (2) check(s) deposited totaling more than \$5,525 on any one day; (3) a re-deposited check that has previously been returned unpaid; (4) there is an emergency, such as failure of communications or computer equipment; (5) deposits to accounts that have been repeatedly overdrawn in the last six months; or (6) If you are a new depositor (when your account has been open 30 days or less). The Credit Union will notify you if the availability to withdraw funds is delayed for any of the above reasons and we will tell you when the funds will be available. In these instances, funds will be available no later than the 7th business day after the day of deposit. In some circumstances, the first \$225 may not be available on the same day of your deposit to a checking account.

ELECTRONIC FUNDS TRANSFER AGREEMENT

The following information defines and explains the types of Electronic Funds Transfer ("EFT") services that are currently available to members. It also explains your and our rights, duties and liabilities concerning these services, including your rights under the Electronic Funds Transfer Act. Please read this document carefully.

EFT Services:

- 1) **Direct Deposit** – If you specifically authorize us to electronically accept deposits, we will provide such services. You can arrange to have certain recurring or nonrecurring payments automatically deposited to your account. Examples of recurring payments include direct deposit of Social Security, other government payments and the direct deposit of your wages, salary, or retirement benefits.
- 2) **Withdrawals and Preauthorized Debits** – You can arrange to have certain recurring or nonrecurring withdrawals and debits automatically paid from your account. An example of a nonrecurring withdrawal is a share withdrawal request. Examples of preauthorized debits include insurance premiums and utility payments initiated through an agreement with a third party.
- 3) **Automated Telephone Transfers** – You may access your personal account(s) by using your *Personal Access Line (PAL™)* Access Code and your account number to initiate transactions using a touch-tone telephone. You may use the *PAL™* system to: (1) make deposit and loan account balance inquiries; (2) transfer funds between your accounts; (3) transfer funds from your savings or checking account to pay on your line-of-credit or loan; (4) withdraw funds from your share savings account, by check, to be mailed to you at your address of record; (5) withdrawal funds via ACH Deposit to a financial institution account designated by your ACH Authorization Agreement (certain volume and dollar restrictions may apply to ACH transfers); (6) make inquiries concerning recent deposits to and withdrawals from your deposit accounts; or (7) make inquiries concerning your loan history and recent loan payments. *PAL™* service is generally available 24 hours a day, seven days a week. This service may be interrupted for a short time each day for data processing. If your *PAL™* withdrawal transaction is completed

before 1:00 p.m., it will be processed on the same business day. If your PAL™ withdrawal transaction is completed after 1:00 p.m. or on a weekend or holiday, it will be processed on the next business day.

Online EFT Services:

- 1) **Online Banking** – You may access your personal account(s) by using your Mobile and Online Banking username and password to initiate transactions using a compatible access device. You may use Mobile and Online Banking to: (1) view account balances on deposit and loan accounts; (2) transfer funds between your deposit accounts; (3) transfer funds to or from a deposit account at a financial institution designated in your ACH Authorization Agreement (certain volume and dollar restrictions may apply); (4) transfer funds from your deposit accounts to pay on your UECU loan or line-of-credit; (5) withdraw funds from your deposit account, by check, to be mailed to you at your address of record; (6) make Member to Member transfers (This service allows you to deposit funds into another of your membership accounts or into another member's account, such as a spouse or child's account. However, it does not allow you to access the destination account or account information unless you are the sole owner of that account. This service excludes IRA and Certificate of Deposit accounts); (7) view and print or download account transaction activity; (8) apply for a loan (by submitting an online application, you authorize a credit report to be pulled automatically from a credit reporting agency); (9) enroll in *Advantages Bill Pay™* which is an electronic bill payment service that allows you to access, view, and pay your monthly bills; (10) access Member Statements, VISA® Statements, Flex HELOC Statements, or Tax Forms electronically; (11) electronically deposit checks using our Mobile Check Deposit service; and (12) transfer funds to another individual at another US financial institution via Pay a Person service.
- 2) **Mobile Banking** – You may access your personal account(s) by using your Mobile Banking username and password to initiate transactions using a compatible mobile access device and the UECU Mobile Banking App. You may use the Mobile Banking service to: (1) view account balances on deposit and loan accounts; (2) transfer funds between your deposit accounts; (3) transfer funds to or from a deposit account at a financial institution account designated by your ACH Authorization Agreement (certain volume and dollar restrictions may apply); (4) transfer funds from your deposit accounts to pay on your UECU loan or line-of-credit; (5) make Member to Member transfers to deposit funds into another of your membership accounts or into another member's account that has an established link (It does not allow you to access the destination account or account information unless you are the sole owner of that account. This service excludes IRA and Certificate of Deposit accounts); (6) view and print or download account transaction activity; (7) access, view, and pay your monthly bills via *Advantages Bill Pay™*, our electronic bill payment service; (8) electronically deposit checks using our Mobile Check Deposit service; (9) access Member Statements, VISA® Statements, Flex HELOC Statements, or Tax Forms electronically; and (10) transfer funds to another individual at another US financial institution via Pay a Person service.

Mobile and Online Banking are generally available 24 hours a day, 7 days a week. This service may be interrupted for a short time each day for data processing. Generally, if a withdrawal transaction request is completed in Mobile and Online Banking before 1:00 p.m., and a reasonable amount of time is available to verify and validate the withdrawal/transfer request, it will be processed the same business day. If your Mobile and Online Banking withdrawal transaction is completed after 1:00 p.m. or on a weekend or holiday, it will be processed on the next business day. UECU does not presently charge a fee for utilizing Mobile and Online Banking. We do reserve the right to do so in the future and will provide advance notice to all users through the system, in accordance with applicable regulations, if charges are assessed.

- 3) **Advantages Bill Pay™** – *Advantages Bill Pay™* is an electronic bill payment service that allows you to access, view, and pay your monthly bills from UECU's secure website. You may access *Advantages Bill Pay™* through your Mobile and Online Banking username and password. You may use this service to: (1) make bill payments from your checking account in amounts you designate on the days you request; (2) schedule one-time, variable, or recurring monthly payments; (3) schedule payments up to a year in advance; (4) review, change or cancel pending payments; and (5) access a full twelve months of payment history. We will withdraw the designated funds from your checking account. Some payments may be delayed. The earliest available payment date is shown at the time you schedule a payment. If you do not use the *Advantages Bill Pay™* service at least once in a six-month period, it will be cancelled. Payments to billers outside the United States or its territories are prohibited through the service. Refer to the *Advantages Bill Pay™* homepage for fee information and additional terms and conditions associated with this service. Any fees associated with your deposit accounts will continue to apply. Refer to our current Fee Schedule.

Third Party EFT Transfers: You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment network. The transaction will require you to provide the third party with your account number and credit union information. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these EFTs. Examples of these transfers include, but are not limited to:

- 1) **Point of Purchase (POP)** – With this type of transaction, a check you write to a merchant for the purchase of goods and services is converted to an electronic transaction at the time of payment. You write out your check in the usual manner and give it to the merchant. The merchant will electronically read your check, mark it VOID and return it to you along with a special receipt detailing your now-electronic transaction. The merchant will request you to sign the receipt authorizing conversion of the check. Your monthly statement will describe your POP transactions including the check number and the merchant's name. You may stop payment on a POP transaction if it has not already been paid and if you give us sufficient time to act on your request. You must also give us the dollar amount and the check number. If this information is not an exact match, we may not be able to stop the transaction. You will have to settle directly with the merchant about any disputes you have about goods and services for which you pay with a POP transaction.
- 2) **Accounts Receivable Truncated Checks (ARC)** – Some merchants or service providers that you pay on a regular basis, such as utilities and insurance companies, may convert the check you mail to them into an electronic debit from the account upon which the check was written. The debit will appear on your account statement with a check number and the payee's name. Your check will not be returned to you by the payee.
- 3) **Electronic Returned Check or Draft Charge** – Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.
- 4) **Electronic Check Conversion/ Electronic Returned Check Charge** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills or initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by posted notice or notice sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- 5) **Bill Payer Services** – Many bill payment service providers will send a payment to a payee or payees as an electronic transaction. A payment authorized by you under a computer (or other electronic) bill-payment service is considered an electronic funds transfer unless the terms of the service explicitly state that all

payments or all payments to a particular named payee will be solely by check or paper instrument. Your monthly statement will show your electronic bill payment transactions including the payee's name.

- 6) Telephone-Initiated (TEL) or Internet-Initiated (WEB) Transaction** – With this type of transaction you provide an authorization over the telephone or internet to a company or merchant to transmit a single ACH debit entry to your account to collect payment for goods or services. By providing your credit union information (routing and account number), you authorize the initiation of an ACH debit. Information relating to the transaction (i.e., company or merchant name, amount of transaction) will be provided to you on your monthly statement. You may stop payment on a TEL or WEB transaction if it has not already been paid and if you give us a reasonable opportunity to act upon the stop payment order.

Automated Teller Machine (ATM) and Point of Sale (POS):

- 1) Advantages VISA® Debit Card™** – You may use your *Advantages Visa® Debit Card™* and your Personal Identification Number (PIN) to initiate transactions at ATMs. You may use your card to (some of these services may not be available at all ATMs): (1) withdraw cash from your checking or savings account; (2) transfer funds from a checking account to savings account or savings account to checking account; (3) deposit funds to your checking account or savings account; or (4) obtain balance information for your checking or savings account. You may use your *Advantages Visa® Debit Card™* for POS purchases at merchants and other locations where the VISA symbol appears or to get cash from a merchant, if the merchant permits, or from a participating financial institution. You may use your *Advantages Visa® Debit Card™* and your PIN for POS purchases at participating terminals/merchants or to get cash from a merchant, if the merchant permits, or from a participating financial institution.
- 2) Quick Cash Card™ (ATM) Card** – You may use your Quick Cash Card™ and your PIN to initiate transactions at ATMs. You may use your card to (some of these services may not be available at all ATMs): (1) withdraw cash from your checking or savings account; (2) transfer funds from a checking account to savings account or savings account to checking account; (3) deposit funds to your checking account or savings account; (4) obtain balance information for your checking or savings account; or (5) use your Quick Cash Card and your PIN for POS purchases at participating terminals/merchants or to get cash from a merchant, if the merchant permits.

Terms and Conditions of Card Services: The *Advantages Visa® Debit Card™*, *HSA Visa® Debit Card™* and *Quick Cash Card™*, (“Card”) means the access device that we issue to you to enable you to make various transactions by means of EFT with respect to your checking and savings accounts. The Terms and Conditions of Card Services, (“Card Terms”) apply to all cardholders and to all transactions made with a Card. Upon receipt of a Card, you must sign the signature panel. When you sign the Card and each time you use the Card you agree to be legally bound by the Card Terms and this Agreement, as they may be amended or changed from time to time. We can change the Card Terms and impose fees or other charges at any time. If we do, we will mail you written notice thirty (30) days before the changes become effective. Your use of the Card after the effective date of any such amendments or changes shall constitute acceptance and agreement to such amendment or change. This Agreement also applies to any transaction involving your deposit accounts.

- 1) Reporting a Lost or Stolen Card** – You are responsible for the possession and use of the Card and must notify us immediately in the event of loss, theft, or possible unauthorized use of the Card by calling us at 1-800-288-6423 or 610-927-4000 in the Reading, PA area, between 8:00 a.m. and 5:00 p.m. on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday) or e-mail us during these times at Advantages@uecu.org. After hours, you must telephone us to report a lost or stolen card.
- 2) Use of Card** – The Card is our property, and we may revoke all privileges connected with the Card at our discretion at any time without prior notice to you. The Card and its privileges are non-transferable by you. You will surrender the Card to us promptly upon demand. If the Card is issued for a joint account, you agree to be jointly and severally liable under the Card Terms and this Agreement. If your Card is lost, stolen or damaged, and you wish to obtain a replacement, we may impose a fee for each replacement Card issued. Refer to the current Fee Schedule for replacement card fees. You understand that we will not be responsible for anyone's refusal to honor the Card. We will not be responsible for goods or services purchased through the use of your Card, except as may be provided by law. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.
- 3) Limitations on Use** – Payments to merchants for purchases and cash withdrawals from your deposit accounts will be charged to your accounts immediately. Payments to merchants may be made from your primary checking account or savings account with us, accessible by the Card. Purchases at merchants may be limited each day in aggregate. We may also limit the aggregate amount of cash you can withdraw during any day. Refer to the Transaction Limitations section of this disclosure for applicable limitations. The available balance in the account(s) and the amount available under your overdraft protection line of credit or other overdraft protection plan, if applicable, further limits the maximum daily amount available for purchases or withdrawal.
- 4) PIN** – Your PIN, which you use with your Card is personal and confidential. You agree to take all necessary precautions that no one else learns your PIN. You will not disclose your PIN to anyone, write your PIN on, or keep it with your Card. Your PIN must be used to authenticate and validate your use of the Card, except use of the Card for purchases at participating Visa merchants. You agree that if you give your PIN or Card to someone else to use, you are authorizing him or her to act on your behalf and will be responsible for any use of the Card by them.
- 5) Charges and Fees** – You agree to pay all charges or fees that may be imposed by us in connection with the Card as disclosed in our current Fee Schedule, as amended from time to time. Your account will be charged directly when and as such charges and fees are due and payable.
- 6) Disclosures** – You acknowledge that you have received this EFT Agreement, which explains your and our respective rights, duties, and liabilities under the Electronic Funds Transfer Act. The use of your Card constitutes acceptance of the Terms and Conditions of Card Services and this Agreement.
- 7) Information Updating Service 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 account information (such as Card number or expiration date) changes, or your account is closed. However, if your Card is replaced or your account information changes, you authorize us, without obligation on our part, to provide the updated account information to the merchant in order to permit the merchant to bill recurring charges to your Card. You authorize us to apply such recurring charges to your 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 account information (such as Card number or 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 account information to a merchant, please contact us.

Transaction Limitations:

- 1) **ATM Withdrawals** – *The Quick Cash Card™* withdrawal limit is \$700 each day. The *Advantages Visa® Debit Card™* and *HSA Visa® Debit Card™* withdrawal limit is \$1,000 each day.
- 2) **POS Purchases** – You may use your *Advantages Visa® Debit Card™* or *HSA Visa® Debit Card™* to make purchases up to \$3,000 each day. A hold may be placed on the funds available for purchases for the transaction request that has been submitted by the VISA merchant for authorization. You may use your Quick Cash Card™, if linked to a Money Market Savings or checking account, to make purchases up to \$1,000 each day at participating merchants.
- 3) **PAL™ Transactions** – The Credit Union does reserve the right to limit the number and/or dollar amount of withdrawal requests per session or per business day. There is a limit on the number of access denials due to an improper Access Code. The number of attempts is not revealed for security purposes.
- 4) **Mobile and Online Banking Transactions** – The Credit Union does reserve the right to limit the number and/or dollar amount of withdrawal requests per session or per business day or an aggregate amount or number of requests over a period of time. The withdrawal limitations are not revealed for security purposes. There is a limit on the number of access denials due to an improper username or password. The number of attempts is not revealed for security purposes. The Credit Union requires a current email address for access to Mobile and Online Banking and we reserve the right to limit access until your e-mail address is received and/or updated.
- 5) **Account Restrictions** – Services and benefits outlined in this Agreement may be limited or excluded for Business accounts, Estate accounts or Representative Payee accounts.

Fees and Charges: There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

- 1) **Replacement Card Fee** – If you request a replacement Card you will be charged a replacement Card fee as indicated on our Fee Schedule.
- 2) **ATM Fee** – A fee may be imposed on Card transactions by: (1) the automated teller machine (ATM) operator, if the member initiates a transfer from an ATM that is not operated by the institution issuing the card or other means of access; and (2) by any national, regional, or local network utilized to affect the transaction. An ATM operator or network may charge separate fees to conduct balance inquiries, withdrawals, and any other transaction available resulting in multiple ATM fees.
- 3) **Foreign Transactions** – Purchases, cash withdrawals and cash advances 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 the wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances, cash withdrawals and credits to your account. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances, cash withdrawals and credits to your account. 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.
- 4) **Mobile and Online Banking Fees** – No fees at present. We will notify you of any changes as required by applicable law.
- 5) **Other Fees** – Any charges and fees such as Non-Sufficient Funds, Overdraft Transfer or Stop Payment fees applicable to our various deposit accounts generally shall apply to EFTs. Refer to our current Fee Schedule.

Consumer Liability for Unauthorized Transactions: Tell us AT ONCE if you believe your access has been lost or stolen or if you believe that an EFT has been made without your permission using information from your access device. Access device means a card, code, or other means of access to your account, or any combination thereof, that may be used to initiate an EFT. Telephoning is the best way of keeping your losses to a minimum. You could lose all the money in your account(s) plus, if applicable, the available balance in your overdraft protection account. If you notify us within two business days after learning of the loss or theft of the access device, your liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to us. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device and we can prove we could have stopped someone from using your access device without your permission, if you had told us, you could lose as much as \$500. If your statement shows any EFT, you did not make or authorize, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a long trip or hospitalization) kept you from telling us, the time periods may be extended. 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 or your access device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Business Days: Our business days are Monday through Friday, excluding federal holidays.

Address and Telephone Numbers: If you believe your access device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will tell us at once. The fastest way to notify us is to call 1-800-288-6423 or 610-927-4000 in the Reading PA area, between 8:00 a.m. and 5:00 p.m. on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday), e-mail us during these times at Advantages@uecu.org or login to Mobile and Online Banking via uecu.org and send us a secure message. After hours, you must call to report a lost/ stolen access device and you will be provided a toll-free number to report your Lost/Stolen access device. You should also call the number above or send an email to the address above if you believe a transfer has been made using the information from your check without your permission.

Documentation of Transfers:

- 1) **Periodic Statements** – Transactions generated by you through electronic methods including Mobile and Online Banking, *Advantages Visa® Debit Card™*, *HSA Visa® Debit Card™* *Quick Cash Card™* and *PAL™* will appear on your monthly account statement.
- 2) **Terminal Receipts** – You can get a printed receipt, unless the transaction amount is \$15 or less, for each ATM transaction or purchase transaction or VISA merchant transaction which you make, at the time of transaction.
- 3) **Direct Deposits** – If you arrange to have electronic direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 800-288-6423 (or 610-927-4000 in the Reading PA area) to find out whether or not the deposit was made or view your transaction history via Mobile and Online Banking.

How to Stop a Recurring Payment and Notice of Varying Amounts:

- 1) **Stop Payments** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here’s how: Call us at 800-288-6423 or write us at, P.O. Box 14864, Reading, PA 19612 in time for us to receive your request three (3) business days before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. An oral stop payment shall cease to be binding 14 days after it has been made. We will charge a fee for each stop payment order you give according to our current Fee Schedule. If you order us to stop one of these payments 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.
- 2) **Notice of Varying Amounts** – If these regular payments may vary in amount, the person you are going to pay should 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. If you wish to verify a preauthorized transfer, you may call us at the telephone number set forth in this disclosure.

Our Liability: If we do not complete a transfer to or from your account on time or in the correct amount according to this Agreement and according to your properly entered and transmitted instructions, we will be liable for your losses or damages as required by federal law. However, there are some exceptions. We will not be liable: (1) if through no fault of ours, you do not have enough available funds in the account from which a payment or transfer is to be made or if we reverse a payment or transfer because of insufficient funds; (2) if any payment or transfer would exceed the credit limit of any account; (3) if the terminal where you are making the transfer or the electronic fund transfers system was not properly working and you knew about the breakdown when you started the transfer; (4) if you used your card or access code in an incorrect manner; (5) if the ATM where you are making the transfer does not have enough cash; (6) if the money in the account from which a payment or transfer is to be made is subject to legal process, or other claim restricts the transaction; (7) if the telephone, computer equipment or mobile access device you use to conduct audio response or Online Banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction; (8) if circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions we have taken (such circumstances include but are not limited to computer failure, telecommunications outages, fire, flood, and other natural disasters); (9) except as required by law, we shall not be liable for indirect, incidental or consequential damages arising out of use of Mobile and Online Banking or other electronic funds transfer services; or (10) for any other exceptions as established by the Credit Union.

Disclosure of Account Information: We will disclose information to third parties about your account or transfers you make: (1) where it is necessary for completing transfers or services; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with legal process, a government agency or a court order; (4) if you give us written permission or if you opt-in orally, electronically or in writing; and (5) as allowed in compliance with NCUA regulation 716, Privacy of Consumer Financial Information.

In Case of Errors or Questions: If you think your statement is wrong or if you need more information about an EFT listed on the statement, immediately telephone us at 800-288-6423 or 610-927-4000 in the Reading, PA area, email us at Advantages@uecu.org or write us at P.O. Box 14864, Reading, PA 19612-4864. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Your correspondence must include: (1) your name and account number; (2) description of the error or the transfer you are unsure about; (3) the date the transaction occurred and explain as clearly as you can why you believe it is in error or why you need more information; and (4) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question(s) in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (5 business days for an unauthorized *Advantages Visa® Debit Card™* point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new account*, point-of-sale transaction, or a foreign-initiated transfer transaction) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (5 business days for an unauthorized *Advantages Visa® Debit Card™* point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have 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. (* Your account is considered a new account for the first 30 days after the first deposit is made). We will tell you about the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Changes in Terms: We may change the terms and conditions of our EFT services from time to time. We will notify you of changes by giving written notice of change at least 21 days prior to the effective date of the change, as required by law. However, if the change is made for security purposes, we can make a change without giving prior notice.

ATM Safety Notice: The following information is a list of safety precautions regarding the use of an ATM: (1) do not write your PIN on your ATM Card; (2) be aware of your surroundings (at night, be sure the facility is well lighted); (3) consider having someone accompany you when the ATM is used after dark; (4) 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; (5) refrain from displaying your cash at the ATM (as soon as your transaction is completed, place your money in your purse or wallet and count the cash in the safety of your own car, home or other secure surrounding); (6) if you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave (consider using another ATM or coming back later); (7) do not accept assistance from anyone you do not know when using an ATM; and (8) report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

TRUTH-IN-SAVINGS DISCLOSURE

ACCOUNT TYPE	MINIMUM BALANCE TO OPEN ACCOUNT	MINIMUM DAILY BALANCE TO AVOID A MONTHLY FEE	MONTHLY SERVICE FEE OR MINIMUM BALANCE FEE	MINIMUM BALANCE TO OBTAIN ANNUAL PERCENTAGE YIELD	DIVIDEND RATE ¹	ANNUAL PERCENTAGE YIELD (APY) ¹
Share Savings	None Required	None Required	None Required	None Required		
Special Savings	None Required	None Required	None Required	None Required		
Health Savings	None Required	None Required	None Required	\$.01 - \$9,999.99		
Individual Retirement Account (IRA) Savings	None Required	None Required	None Required	\$10,000 - \$49,999.99 \$50,000 - \$99,999.99 \$100,000 - \$249,999.99 \$250,000 - \$499,999.99 \$500,000.00 +	SEE ENCLOSED RATE SHEET	SEE ENCLOSED RATE SHEET
Money Market Savings	None Required	\$2,500.00 minimum daily balance	\$10.00 Minimum Balance Fee	\$.01 - \$9,999.99 \$10,000 - \$49,999.99 \$50,000 - \$99,999.99 \$100,000 - \$249,999.99 \$250,000 - \$499,999.99 \$500,000.00 +		

ACCOUNT TYPE	MINIMUM BALANCE TO OPEN ACCOUNT	MINIMUM DAILY BALANCE TO AVOID A MONTHLY FEE	MONTHLY SERVICE FEE OR MINIMUM BALANCE FEE	MINIMUM BALANCE TO OBTAIN ANNUAL PERCENTAGE YIELD	DIVIDEND RATE ²	ANNUAL PERCENTAGE YIELD (APY) ²
Certificate of Deposit (CD) and IRA CD – All Terms	\$500.00	\$500.00	Penalties for early withdrawal. See CD Only section.	\$500 - \$9,999.99 \$10,000 - \$74,999.99 \$75,000 +	SEE ENCLOSED RATE SHEET	SEE ENCLOSED RATE SHEET

ACCOUNT TYPE	MINIMUM BALANCE TO OPEN ACCOUNT	MINIMUM DAILY BALANCE TO AVOID A MONTHLY FEE	MONTHLY SERVICE FEE OR MINIMUM BALANCE FEE	MINIMUM BALANCE TO OBTAIN ANNUAL PERCENTAGE YIELD	DIVIDEND RATE ¹	ANNUAL PERCENTAGE YIELD (APY) ¹
Rewards Checking PLUS	None Required	\$1,000 minimum daily balance or minimum monthly electronic deposit of \$1,000	\$7.00 Minimum Balance Fee. See Rewards Checking PLUS Only section.	\$.01 - \$9,999.99 \$10,000 - \$49,999.99 \$50,000 +	SEE ENCLOSED RATE SHEET	SEE ENCLOSED RATE SHEET
Rewards Checking	None Required	None Required	\$5.00 Monthly Service Fee	Not Applicable	None	None
Freedom Checking	None Required	\$50 minimum daily balance	\$6.00 Minimum Balance Fee. See Freedom Checking Only section.	Not Applicable	None	None

Dividend Rate: The dividend rate and APY may change after the account is opened. Rates are subject to change at the Credit Union’s discretion, without notice.

Compounding and Crediting: Dividends will be compounded monthly and will be credited monthly. If you close your account before dividends are credited, you will receive accrued dividends.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves.

Transaction Limitations: Accounts are only transferable on the records of the Credit Union. The Credit Union reserves the right at any time to require 7 days written notice before any withdrawal or transfer for a Savings account, CD, or IRA CD account.

Money Market Savings Only: The dividend rate used, for the entire balance of your account, is the dividend rate of the highest tier that corresponds to the balance. A \$10.00 service fee will be assessed if your account balance falls below \$2,500 on one or more days in a statement cycle.

IRA Savings Only: The dividend rate used, for the entire balance of your account, is the dividend rate of the highest tier that corresponds to the balance.

CD & IRA CD Only: 6-month, 12-month, 18-month, 24-month, 36-month, 48-month, 60-month, and periodic promotional special CD terms are offered. For each account term, 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. For all account terms, at your option, you may choose to have dividends credited to your CD or transferred to another account of yours. If you elect to have dividends transferred to another account, compounding will not apply. Additional deposits are not permitted during any term. A CD will automatically renew for successive like periods unless you redeem the CD on the maturity date or before the expiration of the grace period. You will have a 10-day grace period after the maturity date to withdraw principal without penalty. Certificates redeemed during any grace period will not receive dividends accrued during the grace period. Each renewal will be for an equal term at the dividend rate set by the Credit Union at the beginning of the renewal period. If you withdraw any of the principal before the maturity date, we will impose a penalty. Terms of 12 months or less – The penalty will be an amount equal to 90 days of dividend on the principal amount withdrawn. Terms of greater than 12 months up to and including 2 years – The penalty will be an amount equal to 180 days of dividend on the principal amount withdrawn. Terms of greater than 2 years – The penalty will be an amount equal to 360 days of dividend on the principal amount withdrawn. 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. 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. At our option, the Credit Union may allow you to withdraw principal without an early withdrawal penalty when one or more Account Owner(s) dies or is determined legally incompetent by a court or administrative body of competent jurisdiction; or the Account is a Traditional IRA, or a Keogh Plan and the owner attains age 70 ½ or becomes disabled.

Rewards Checking PLUS Only: The dividend rate used, for the entire balance of your account, is the dividend rate of the highest tier that corresponds to the balance. Minimum Balance Fee will not be charged if a minimum daily balance of \$1,000 is maintained or if a total of \$1,000 in electronic deposits is made to your Rewards Checking PLUS during the month.

Freedom Checking Only: Minimum Balance Fee will not be charged if a minimum daily balance of \$50 is maintained in your Freedom Checking during the month. Minimum balance fee waived if under the age of 21. No minimum balance required to open account.

Inactive Checking Accounts: Active UECU checking accounts have one or more transactions per month. A checking account that is inactive for six consecutive months will be closed and any remaining funds will be transferred to the member's share savings account.

¹Dividend rate and APY may vary after the account is opened. APY assumes dividend remains on deposit. Withdrawals of dividend will reduce earnings. ²The dividend rate and APY 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. Current dividend rates will be quoted upon request at 1-800-288-6423 or 610-927-4000 (in Reading, PA area) or can be obtained at www.uecu.org.

FACTS

WHAT DOES UTILITIES EMPLOYEES CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Income
- Account Balance and Payment History
- Transaction History and Employment Information

When you are *no longer* our customer, 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 Utilities Employees Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does UECU 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 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 800-288-6423 or go to www.uecu.org

Who we are	
Who is providing this notice?	Utilities Employees Credit Union
What we do	
How does Utilities Employees Credit Union protect my personal information?	<p>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.</p> <p>We restrict access to your personal information to those employees who need to know that information to provide products and services to you.</p>
How does Utilities Employees Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or apply for a loan ■ pay your bills or use your debit or credit card ■ make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus, employers, other financial institutions or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Utilities Employees Credit Union does not share with our affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Utilities Employees Credit Union does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Our joint marketing partners include companies that offer products and services such as payment processing, loan application processing, bill payment, check printing, overdraft protection, rewards, real estate loans, debit/credit cards, insurance, investments and 24 hour banking services.