



# AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE, AND PRIVACY POLICY DISCLOSURE. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean ARKANSAS FEDERAL CREDIT UNION ("AFCU"). The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures and/or separate Account Disclosures. The word "Card" means any ATM Card, Health Savings VISA Debit Card or VISA Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "Touch Tone Teller," whereas Our Personal Computer Account Access System is hereinafter referred to as "Online Account Access," and Our Bill Payment System is hereinafter referred to as "Internet Bill Payment." "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

## AFCU MEMBERSHIP

To apply for membership with AFCU, You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within AFCU's common bond as outlined in the Credit Union's Charter.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from organizations within the Credit Union's common bond; and

organizations of such persons. By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

## FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined therein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

## ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH AFCU, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT, AND PRIVACY POLICY DISCLOSURE, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

## ACCOUNT OWNERSHIP

**JOINT ACCOUNTS.** If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners with right of survivorship. The joint Owners of the Accounts hereby agree with each other and with Us that all sums, whenever paid into the Accounts by any or all of the joint Owners to the credit of the joint Owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge Us from any liability for such payment. You authorize Us to recognize any of the signatures subscribed in Your application for membership for the payment of funds or the transaction of any business for the Accounts. We can release or pay any amount on deposit in Your Account to any Owner. We can honor checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred and checks cashed against any Account are subject to collectability from such Account if returned unpaid. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any or all of the joint owners may pledge all or any part of the shares in the Accounts as collateral security to a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. The right or authority of the Credit Union under these Agreements And Disclosures shall not be changed or terminated by said owners or any of them except by written notice to Us, which shall not affect transactions made prior to such notice. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

**CUSTODIAL ACCOUNTS.** Any custodial Account is subject to the Arkansas Uniform Transfers To Minors Act and it is Your responsibility to determine any legal effects related to this type of Account. You understand and agree that the gift of money to the minor named at the time You open such Account includes all dividends thereon and any future additions thereto, is irrevocable and is made in accordance with and is to include all provisions of the Arkansas Uniform

Transfers To Minors Act as it is now or hereafter amended. The age of delivery to custodian FBO minor shall be upon the age of 21 unless otherwise specified by the custodian under the Arkansas Uniform Transfers to Minors Act.

**TRUST ACCOUNTS.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. It is Your responsibility to determine and understand any legal effects related to this type of Account. We require all Trust Accounts to name a beneficiary. You agree that all sums, whenever paid to the Trust Account, shall be held by the Trustee(s) in trust for the beneficiary(ies) named, subject to the right of the Trustee(s) to revoke the same in whole or in part by, and to the extent of, the withdrawal of sums from the Account. Upon the death of the Trustee (or if more than one, upon the death of the last surviving Trustee), the balance remaining in the Account shall be distributed by the Credit Union to the beneficiary or, if there is more than one beneficiary, then to the beneficiaries then living in equal shares unless otherwise designated in the Trust documentation. Where more than one Trustee appears on the Account, withdrawals and the pledge of shares against loans may be made by any Trustee acting alone (unless two signatures are required). Shares paid in by the Trustees shall be owned equally. Upon the death of one Trustee, all rights in and to the Account shall belong to any surviving Trustee. In the event of conflicting demands for funds under the Account, the Credit Union may require the signatures of each of the Trustees. For Revocable and Living Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal unless otherwise provided for in the Trust documentation. If the Account Designation shows a payable on death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if the Settlor is deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and only if the Settlor is deceased. If the Beneficiary dies (in the case of a natural person), or is no longer in operation as a validly constituted, registered and/or licensed entity under applicable state law (in the case of a charity or non-profit organization), the

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

Trust is terminated. If the Beneficiary dies before the Settlor, the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. If at any time, the Trustee is deemed incompetent by a court of legal jurisdiction or is unable or unwilling to serve, the Trust documentation shall determine the successor Trustee.

**PAYABLE-ON-DEATH STATUS.** If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if You and any joint Owners are deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and You and any joint Owners are deceased. Upon Your death and the death of any joint Owners, the funds on deposit will be paid to the beneficiary(ies) of record in equal shares unless You designated otherwise. If, however, none of the payable-on-death beneficiaries You named is alive (or in operation as a validly constituted, registered and/or licensed entity under applicable state law in the case of a charity or non-profit organization) at Your death, the funds will be paid to the party or parties as required by applicable law. It is the responsibility of all Account Owners to determine any legal effects of opening and maintaining an Account with payable-on-death status.

**FIDUCIARY ACCOUNTS.** If Your Account is established as a fiduciary Account, You warrant that You are authorized to open a fiduciary Account and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. In no event will the Credit Union be liable for the actions of the fiduciary and/or obligated to ensure that the fiduciary's actions are in accordance with any instructions that have been provided to them. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**ARBITRATION.** Any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties hereby waive and give up all rights to a jury trial or class action relief.

**INDEMNITY.** You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements And Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to

collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearing house in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each day in an order of Our choosing, all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**OVERDRAWN AMOUNTS, COSTS AND EXPENSES.** You will be liable to Us for the amount of all overdrawn Accounts, and in addition, will be responsible for all of Our costs and expenses incurred in the collection of such overdrawn Accounts, including but not limited to, court costs, private process server fees, investigation fees, reasonable attorneys' fees incurred in the course of collecting any amounts owed under these Agreements And Disclosures, or other costs incurred by Us. You agree and understand that the Credit Union may retain the services of a collection agency and pay such agency a fee calculated on a percentage basis of the unpaid overdrawn amount, and You agree that the amount of such fee will be Our actual cost of collection, exclusive of any court costs and You agree to pay these amounts.

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will be made first from Your line of credit up to Your available credit limit, then from Your primary share Account, provided You have enough available funds in that Account, and then We may elect to pay such overdraft, subject to any preference You have indicated to Us for clearing any overdraft(s). Overdraft transfers are subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**OVERDRAFTS.** You understand and agree that We may from time to time, and at Our sole discretion, pay certain items in order to cover an overdraft, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any share drafts that would overdraw Your share draft Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGINATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## ACCOUNT AGREEMENT (continued)

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE OR DORMANT ACCOUNTS.** Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Fee. If no activity occurs in Your Account within the time period specified by applicable state law, the property in Your Account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**CREDIT REPORTING NOTICE.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any share draft presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a primary Share Account balance below the \$5.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; or (f) caused a financial loss to the Credit Union.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

**AGREEMENTS AND DISCLOSURES.** The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** You may ask Us orally to stop payment on a share draft. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen cashier's, teller or certified check and if You do, You agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of: (a) the 90th day after the date of the check (or 90th day following the date of acceptance, in the case of a certified check); or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

**SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES.** Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS.** You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

**SHARE DRAFT SAFEKEEPING.** Share draft Safekeeping is automatic on Your Account and Your cancelled share drafts will not be returned to You. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Arkansas, except to the extent that federal law controls.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM CARD, HEALTH SAVINGS VISA DEBIT CARD AND VISA DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("TOUCH TONE TELLER"), OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("ONLINE ACCOUNT ACCESS"), AND OUR BILL PAYMENT SYSTEM ("INTERNET BILL PAYMENT"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**ATM CARD, HEALTH SAVINGS VISA DEBIT CARD, VISA DEBIT CARD, TOUCH TONE TELLER, ONLINE ACCOUNT ACCESS, INTERNET BILL PAYMENT AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use

of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) any check which You authorize the payee to process

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

electronically; (c) Our Touch Tone Teller Audio Response system; (d) Our Online Account Access Personal Computer Account Access System; and (e) Our Internet Bill Payment System. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, E-Check, Our Touch Tone Teller Audio Response System, Our Online Account Access Personal Computer Account Access System, Our Internet Bill Payment System or other electronic device. You understand that Your Card and any PINs and/or Access Codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended relating to the use of the Card; (b) that We may follow all instructions given to machines; and (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. Each withdrawal by You, or anyone else to whom You give Your PIN or to whom You allow access to Your Account, will be charged to Your share or share draft Account and will be treated as though it were a withdrawal except that: (1) We may charge withdrawals in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals. We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS (PINs) AND/OR ACCESS CODES.** We will issue to You separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with ATM Card, VISA Debit Card, Touch Tone Teller, Online Account Access and Internet Bill Payment. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover such transactions.

**JOINT ACCOUNTS.** If this is a Joint Account, You agree to be jointly and severally liable under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**OWNERSHIP.** Your Card or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request.

**OTHER AGREEMENT.** If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at AFCU locations may not be posted to Your Account until they are received and verified by Us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

### TYPES AND LIMITATIONS OF SERVICES

**ATM CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, to deposit cash and checks to Your share and share draft Account(s). You may also use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate to make the following transactions: (a) Withdrawals from Your share and share draft Accounts; (b) Transfers of funds between Your share and share draft Accounts; and (c) Balance inquiries about Your share and share draft Accounts. ATM withdrawals may not exceed \$1,000.00 per day (share, share draft and line of credit combined), subject to the available funds in Your Account. For security reasons, there are limits on the number of transfers You can make from Your Share Account using Your Card.

**VISA DEBIT CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, to deposit cash and checks to Your share and share draft Account(s). You may also use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate to make the following transactions: (a) Withdrawals from Your share and share draft Accounts; (b) Transfers of funds between Your share and share draft Accounts; and (c) Balance inquiries about Your share and share draft

Accounts. ATM withdrawals may not exceed \$1,000.00 per day (share, share draft and line of credit combined), subject to the available funds in Your Account. For security reasons, there are limits on the number of transfers You can make from Your Share Account using Your Card.

You may also use Your Card in conjunction with Your PIN or signature to purchase goods and services ("POS") at any business establishment where the Card is accepted. POS transactions in conjunction with Your PIN may not exceed \$2,500.00 per day (share, share draft and line of credit combined), subject to the available funds in Your Account, whereas POS transactions in conjunction with Your signature may not exceed (share, share draft and line of credit combined), the available funds in Your Account.

**HEALTH SAVINGS VISA DEBIT CARD TRANSACTIONS.** You may use Your Card to purchase goods and services ("POS") at any business establishment where the Card is accepted, up to a maximum of the amount designated and disclosed to You separately, provided You have enough available funds in Your Account. For security reasons, there are limits on the number of transfers You can make using Your Card.

**TOUCH TONE TELLER TRANSACTIONS.** You may use Our Touch Tone Teller Audio Response system in conjunction with Your PIN and/or Access Code via a touch tone telephone to make the following types of transactions on designated accounts: (a) Transfer funds between share, share draft, and money market Accounts; (b) Make withdrawals from Your share, share draft, and money market Accounts; (c) Make payments on Your loans with Us; (d) Obtain information related to Your Accounts; and (e) Make balance, loan and miscellaneous inquiries on Credit Union services that affect Your Account. The system operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

**ONLINE ACCOUNT ACCESS TRANSACTIONS.** You may use Our Online Account Access System in conjunction with Your PIN and/or Access Code via a personal computer to make the following types of transactions on designated accounts: (a) Transfer funds between share, share draft, and money market Accounts; (b) Make withdrawals from Your share, share draft, and money market Accounts; (c) Make payments on Your loans with Us; (d) Obtain information related to Your Accounts; and (e) Make balance, loan and miscellaneous inquiries on Credit Union services that affect Your Account.

**INTERNET BILL PAYMENT TRANSACTIONS.** You may use Our Internet Bill Payment System in conjunction with Your PIN and/or Access Code via a personal computer for the following services: (a) authorize the Credit Union to issue payments on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America; (b) check status of payments previously authorized through the Internet Bill Payment System; (c) order copies of cancelled checks issued through the Internet Bill Payment System; (d) order copies of ACH confirmations issued through the Internet Bill Payment System; and (e) place stop payment requests on payments previously authorized through the Internet Bill Payment System. In order to use the Internet Bill Payment System for such transactions, You must have a share draft Account with Us. By completing an online bill payment transaction using the Internet Bill Payment System, You authorize Us to post any such payments to Your share draft Account. Online Bill Payment service payments will be made by check or electronic transfer and may take as long as six business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the federal government or other payer), You can call Us at the telephone number shown in this Agreement to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, You must put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

**NOTICE OF VARYING AMOUNTS.** If regular pre-authorized payments may vary in amount, the person You are going to pay will tell You, 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.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for Online Account Access, telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for electronic fund transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule and Touch Tone Teller and Online Account Access information after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the VISA debit card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen, or if you believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You may not get back any money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use for Your VISA Debit Card as long as You report the loss or theft of Your VISA Debit Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized VISA Debit Card transactions, Your liability for unauthorized use will not exceed \$50.00. **These exceptions do not apply to: (a) transactions that originate at an ATM; or (b) transactions that originate from Your gross negligence; or (c) transactions that originate from Your fraudulent use of Your VISA Debit Card; or (d) transactions processed through non-VISA networks (e.g. ACCEL/Exchange, Debit MasterCard, COOP, NYCE, PULSE and STAR) without cardholder PIN validation.**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell us the dollar amount of the suspected error.

If You tell us orally, We may require that You send us Your complaint or question in writing within 10 business days. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You 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. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made, and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us immediately at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance, You will be charged a fee in an amount equal to 1.00% of the settlement amount.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Arkansas except to the extent that such laws are inconsistent with controlling federal law.

**FACTS**

**WHAT DOES ARKANSAS FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?**

**Why?** Financial companies choose how they share Your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires Us to tell You how We collect, share, and protect Your personal information. Please read this notice carefully to understand what We do.

**What?** The types of personal information We collect and share depend on the product or service You have with Us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When You are no longer Our member, We continue to share Your information as described in this notice.

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information, the reasons AFCU chooses to share; and whether You can limit this sharing.

| Reasons We can share Your personal information  | Does the Credit Union share? | Can You limit this sharing? |
|---|------------------------------|-----------------------------|
| <b>For Our everyday business purposes</b> - such as to process Your transactions, maintain Your account(s), respond to court orders and legal investigations, or report to credit bureaus | <b>YES</b>                   | <b>NO</b>                   |
| <b>For Our marketing purposes</b> - to offer Our products and services to You   | <b>YES</b>                   | <b>NO</b>                   |
| <b>For joint marketing with other financial companies</b>   | <b>YES</b>                   | <b>NO</b>                   |
| <b>For Our affiliates' everyday business purposes</b> - information about Your transactions and experiences   | <b>YES</b>                   | <b>NO</b>                   |
| <b>For Our affiliates' everyday business purposes</b> - information about Your creditworthiness   | <b>NO</b>                    | <b>WE DON'T SHARE</b>       |
| <b>For Our affiliates to market to You</b>  | <b>NO</b>                    | <b>WE DON'T SHARE</b>       |
| <b>For non-affiliates to market to You</b>  | <b>NO</b>                    | <b>WE DON'T SHARE</b>       |

**Questions?** Call (800) 456-3000 or write to Us at: P.O. Box 9, Jacksonville, AR 72078

| What We do  |   |
|---|---|
| <b>How does AFCU protect my personal information?</b> | 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.   |
| <b>How does AFCU collect my personal information?</b> | We collect Your personal information, for example, when You <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay Your bills or apply for a loan</li> <li>• use Your credit or debit card</li> </ul> We also collect Your personal information from others, such as credit bureaus, affiliates, or others.   |
| <b>Why can't I limit all sharing?</b>                 | Federal law gives You the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about Your creditworthiness</li> <li>• affiliates from using Your information to market You</li> <li>• sharing for non-affiliates to market You</li> </ul> State laws and individual companies may give You additional rights to limit sharing. |

**Definitions**

|                               |  |
|-------------------------------|--|
| <p><b>Affiliates</b></p>      | <p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include financial companies such as: BAFS, PSCU, CUDL, AFCU Insurance Solutions LLC and Co-Op/CSCU.</li> </ul>                               |
| <p><b>Non-Affiliates</b></p>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• AFCU does not share with non-affiliates so they can market You.</li> </ul>  |
| <p><b>Joint Marketing</b></p> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to You.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include categories of companies, such as: Financial service providers and insurance companies.</li> </ul> |