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# AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT, 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 KEMBA FINANCIAL CREDIT UNION. 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. The word "Card" means any ATM Card or MasterCard Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "Instant Access", whereas Our Personal Computer Account Access System is hereinafter referred to as "Online Banking". "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

## KEMBA FINANCIAL CREDIT UNION MEMBERSHIP

To apply for membership with KEMBA Financial Credit Union, 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 KEMBA Financial Credit Union's common bond as outlined in the Credit Union's Charter and By-laws.

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 family members for Credit Union membership. Eligible family members include any person related by blood, adoption or marriage.

## ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH KEMBA FINANCIAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC SERVICES AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, 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, 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 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 Ohio Transfer 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 Ohio Transfer 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 Ohio Transfer 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 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.

**AUTHORIZED SIGNERS.** If You establish Your Account with authorized signers, or you subsequently appoint any authorized signers, You understand

## ACCOUNT AGREEMENT (continued)

and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions You have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to Us. It is Your responsibility to determine any legal effects related to Your appointing any authorized signers on Your Account.

**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 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.

**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 may 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 attorneys' 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 clearinghouse 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. Except for Debit Card and ACH transactions, in processing items presented for payment on Your Account, We will pay such items each business day based solely on the amount of the item presented for payment (with the smallest item paid first, the next smallest item will be paid second, so forth and so on). For Debit Card and ACH transactions, in processing items presented for payment on Your Account, We will pay such items each business day in the order they are received. This means that regardless of the type of transaction or item paid, such transactions may not be processed in the order in which they occurred and You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**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 primary share Account, provided You have enough available funds in that Account, then from Your line of credit up to Your available credit limit, 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 any 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.

Upon Your request and subject to applicable law, We may authorize Debit Card transactions which We would otherwise decline due to nonsufficient funds. If You would prefer these transactions be paid, please contact Us at 614.235.2395 or 800.282.6420 and select option 4.

**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 ORIGATION).** 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.

**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.

## ACCOUNT AGREEMENT (continued)

**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. 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, but not is limited to, members that have: (a) a loan that is sixty or more days delinquent; (b) a primary share Account balance below the \$5.00 minimum; or (c) 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 and We may charge you a fee for doing so. 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 6 months. If at the end of 6 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 stop payment on a lost or stolen cashier's, teller or certified check and We may charge you a fee for doing so. 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 issuance date of the 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 6 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 or notified You that an electronic statement was available (subject to applicable law). 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 if You move or otherwise have a change of address. We may ask You to provide Your change of address in writing. 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.

**KEMBA ADVANTAGE.** If You meet the applicable criteria the Credit Union will provide You with the KEMBA Advantage Rate for lending products, and a separate premium dividend rate for certain deposit products. The exact terms and conditions of these rates will be disclosed to You in a separate document at the time You establish such products. If You have qualified for and have received the KEMBA Advantage Rate or premium dividend rate and subsequently do not meet such criteria then, subject to such separate disclosure(s), We may eliminate the KEMBA Advantage Rate and/or premium rates.

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

## ACCOUNT DISCLOSURES

**THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.**

### SPECIFIC TERMS APPLICABLE TO YOUR PRIMARY SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying

account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$5.00.

## ACCOUNT DISCLOSURES (continued)

### SPECIFIC TERMS APPLICABLE TO YOUR SECONDARY SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR REWARDS SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** Once Your Account is established, You may not make any deposits into Your Account.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR CHRISTMAS CLUB TERM SHARE ACCOUNT

**Variable Rate Information.** These Accounts are subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Maturity Date.** Your Account will mature on the 1st day of November of each year.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any funds before the maturity date. The penalty imposed will equal \$10.00.

**Renewal Policies.** Upon maturity Your entire Account balance will automatically be transferred to Your Primary Savings and Your Account will renew automatically at maturity. There is no grace period following the maturity date to make withdrawals without penalty.

### SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$1,000.00. You must maintain a balance at least equal to \$1,000.00 in Your Account each day to avoid a fee and to keep Your Account open.

### SPECIFIC TERMS APPLICABLE TO YOUR ELEMENTS CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Additional Information.** Upon reaching Your 18<sup>th</sup> birthday, the entire balance existing at that time will automatically be transferred to a Hassle-Free Checking Account, subject to the terms and conditions of such Account.

### SPECIFIC TERMS APPLICABLE TO YOUR HASSLE-FREE CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR FRESH START CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR HIGH PERFORMANCE CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** You must maintain an average daily balance at least equal to \$1,000.00 in Your Account each dividend period to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR ULTIMATE PLUS CHECKING ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR HEALTH SAVINGS ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account. Health Savings Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your Health Savings Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR TERM SHARE CERTIFICATE ACCOUNT

**Fixed Rate Information.** These Accounts are subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$500.00. You must maintain a balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

## ACCOUNT DISCLOSURES (continued)

**Maturity Date.** Your Account will mature after the term indicated on the accompanying account disclosure rate supplement, which We have included with and made a part of this Disclosure.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the greater of 50% of the dividends accrued or \$25.00.

**Renewal Policies.** Your Account will renew automatically at maturity. You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

**Transaction Limitations.** Once Your Account is established, You may not make deposits into Your Account until the maturity of Your Account. If You exceed this limitation, Your Account may be subject to closure by the Credit Union.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA TERM SHARE CERTIFICATE ACCOUNT

**Fixed Rate Information.** These Accounts are subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$250.00. You must maintain a balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

**Maturity Date.** Your Account will mature after the term indicated on the accompanying account disclosure rate supplement, which We have included with and made a part of this Disclosure.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the greater of 50% of the dividends accrued or \$25.00.

**Renewal Policies.** Your Account will renew automatically at maturity. You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

**Transaction Limitations.** Once Your Account is established, You may not make deposits into Your Account until the maturity of Your Account. If You exceed this limitation, Your Account may be subject to closure by the Credit Union.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Member in Good Standing.** The Account services described in these Agreements And Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes, but is not limited to, members that have:

- a loan that is 60 or more days delinquent.
- a primary Share Account balance below the \$5.00 minimum.
- caused a financial loss to the Credit Union.

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your primary Share Account drops below one share (\$5.00), for a period of six months or more, We may, at Our option, close Your Account.

**Nonsufficient Funds Returns.** To the extent permitted by law, any share draft or pre-authorized transfer, or transaction made through the use of a debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

**Withdrawal of Dividends Prior to Maturity.** For all certificate Accounts, the Annual Percentage Yield assumes that dividends remain on deposit until maturity. A withdrawal will reduce earnings.

**Variable Rate Information.** For all Variable Rate Accounts, the dividend rate and APY may change at any time based on the determination of the Credit Union's Board of Directors.

**Additional Transaction Limitations.** For all Accounts (except share draft Accounts), during any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party.

For all Accounts, the Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Compounding and Crediting.** For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. You will not be paid any accrued but uncredited dividends at the time You close Your Account. For all Accounts (except IRA Savings, Money Market, Health Savings Checking, Term Share and IRA Term Share Accounts), the dividend period is monthly, and dividends will be compounded and credited to Your Account monthly. For IRA Savings, Money Market, Health Savings Checking, Term Share and IRA Term Share Accounts, the dividend period is monthly, and dividends will be compounded daily and credited to Your Account monthly.

**Balance Computation Method.** For all dividend-bearing Accounts (except IRA Savings, Money Market, Health Savings Checking, Term Share and IRA Term Share Accounts), dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance for the average daily balance calculation period. The average daily balance is determined by adding the full amount of the principal in Your Account for each day of the period and dividing that figure by the number of days in the period. For IRA Savings, Money Market, Health Savings Checking, Term Share and IRA Term Share Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in Your Account each day.

**Accrual on Noncash Deposits.** For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place noncash items (e.g. checks) into Your Account.

**Fees and Charges.** Any fees and charges applicable to Your Account are disclosed on the accompanying Relationship Pricing And Fee Disclosure provided in conjunction with these Agreements and Disclosures.

## 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 (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE ("ATM") CARD, MASTERCARD DEBIT CARD AND OUR AUDIO RESPONSE SYSTEM ("INSTANT ACCESS") AND PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("ONLINE BANKING"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**ATM CARD, MASTERCARD DEBIT CARD, INSTANT ACCESS, ONLINE BANKING 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) Our Instant Access Audio Response system; (c) Our Online Banking Personal Computer Account Access System; and (d) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Our Instant Access Audio Response System, Our Online Banking Personal Computer Account Access System, E-Check or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (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; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your share or share draft Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your share Account 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 AND ACCESS CODES.** You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with ATM Card and MasterCard Debit Card transactions and separate Access Codes to be used in conjunction with Instant Access, and Online Banking transactions. 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.

**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 KEMBA Financial Credit Union 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 and PIN in any of Our network of ATMs and such other machines or facilities as We may designate, not to exceed \$300.00 per day (share, line of credit and share draft combined), provided You have enough available funds in Your Account. You may also use Your Card in conjunction with Your share draft Account and PIN to purchase goods and services ("POS") at any business establishment where the Card is accepted, not to exceed \$300.00 per day, provided You have enough available funds in Your Account. At the present time, You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) make deposits to Your designated share and share draft Account(s); (b) withdraw cash from Your designated share and share draft Account(s); (c) transfer funds between Your designated share and share draft Accounts; and (d) learn the balances in Your designated share and share draft Accounts that You have with Us. For security reasons there are limits on the number of transactions that may be processed each day.

**MASTERCARD DEBIT CARD TRANSACTIONS.** You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate, not to exceed \$300.00 per day (share, line of credit and share draft combined), provided You have enough available funds in Your Account. You may also use Your Card in conjunction with Your share draft Account and PIN to purchase goods and services ("POS") at any business establishment where the Card is accepted, not to exceed \$1,000.00 per day, provided You have enough available funds in Your Account. At the present time, You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) make deposits to Your designated share and share draft Account(s); (b) withdraw cash from Your designated share and share draft Account(s); (c) transfer funds between Your designated share and share draft

Accounts; and (d) learn the balances in Your designated share and share draft Accounts that You have with Us. For security reasons there are limits on the number of transactions that may be processed each day.

**INSTANT ACCESS TRANSACTIONS.** You may use Instant Access in conjunction with Your Access Code to make the following types of transactions: (a) telephone transfers of funds between Your share, share draft and line of credit Accounts that You may have with Us; (b) make payments on Your loan Accounts that You may have with Us from Your share or share draft Accounts; (c) telephone withdrawal of funds from Your share or share draft Accounts that You may have with Us; (d) balance inquiries on Your Accounts; and (e) miscellaneous inquiries on Credit Union services that affect Your Account. Instant Access 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 BANKING TRANSACTIONS.** At the present time, You may use Online Banking in conjunction with Your Access Code and a personal computer for the following services: (a) transfers of funds between Your share, share draft and line of credit Accounts that You may have with Us; (b) make payments on Your loan Accounts that You may have with Us from Your share or share draft Accounts; (c) balance inquiries on Your Accounts; (d) make payments from Your share draft Account to third-party creditors; and (e) miscellaneous inquiries on Credit Union services that affect Your Account. Online Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available", please try again later when service is restored.

**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 payor), You can call Us at the telephone 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, We may also require You to 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.

**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 place a stop payment on 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 Online Banking, Telephonic and 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 transactions performed at electronic terminals. 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, Online Banking and Instant Access information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

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; and (i) You exceed any limits on Your Account.

**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 2 business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within 2 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. Additionally, if Your periodic statement shows transactions that You did not make, You will tell Us at once. If You fail to tell Us within 60 days after We send You the periodic statement, You could lose the entire Account balance 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 MasterCard Debit Card as long as You report the loss or theft of Your MasterCard Debit Card within 2 business days. **If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized MasterCard Debit Card transactions, Your liability for unauthorized use will not exceed \$50. These exceptions do not apply to transactions originating at an ATM.**

**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.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT KEMBA FINANCIAL CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**Your Ability To Withdraw Funds.** Our policy is to delay the availability of funds from Your cash and check deposits. During the delay, You may not withdraw the funds in cash and We will not use the funds to pay checks that You have written.

**Determining the Availability Of A Deposit.** The length of the delay is counted in business days from the day of Your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 closing 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 the delay varies depending on the type of deposit and is explained below.

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 3 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 at the telephone number shown in this Agreement. You may also report the loss of a Card, PIN, Access Code or any combination thereof, by writing 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.

**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. For example, We may elect to eliminate certain types of electronic fund transfers and/or place additional limitations on the frequency or dollar amount of such transfers

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

### Same-Day Availability

Funds from the following deposits to Your Account will be available on the day We receive the deposit:

- Electronic direct deposits
- Cash

### Next-Day Availability

Funds from the following deposits are available on the 1st business day after the day of your deposit:

- U.S. Treasury checks that are payable to You.
- Wire transfers.
- Checks drawn on Us.



## FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

If You make the deposit in person to one of Our employees, funds from the following deposits are also available on the 1st business day after the day of Your deposit:

- State and local government checks that are payable to You.
- Cashier's, certified, and teller's checks that are payable to You.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to You.

If You do not make Your deposit in person to one of Our employees (for example, if the deposit is made at one of Our ATMs or You mail the deposit), funds from these deposits will be available on the 2nd business day after the day We receive Your deposit.

### Other Checks

The first \$200 from a deposit of other checks will be available on the 1st business day after the day of Your deposit. The remaining funds will be available on the 2nd business day after the day of your deposit. For example, if you deposit a \$700 check on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

**Longer Delays May Apply.** Funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn Your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the 7th business day following the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

**Holds on Other Funds.** If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another institution, We may make funds from the deposit available for withdrawal immediately but delay Your availability to withdraw a corresponding amount of funds that You have on deposit in another account with Us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check that You deposited.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, and federal, state, and local government checks will be available on the 1<sup>st</sup> business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,000 will be available on the 9<sup>th</sup> business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the 2<sup>nd</sup> business day after the day of your deposit. Funds from all other check deposits will be available on the 9<sup>th</sup> business day after the day of Your deposit.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Dividend Payment Policy.** See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

## WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial



## WIRE TRANSFER AGREEMENT (continued)

institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 90 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a

wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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## FACTS

### WHAT DOES KEMBA FINANCIAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	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.	
<b>What?</b>	The types of personal information We collect and share depend on the product or service You have with Us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul>	
<b>How?</b>	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 KEMBA Financial Credit Union 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	YES	NO
<b>For Our marketing purposes</b> - to offer Our products and services to You	YES	NO
<b>For joint marketing with other financial companies</b>	YES	NO
<b>For Our affiliates' everyday business purposes</b> - information about Your transactions and experiences	NO	WE DON'T SHARE
<b>For Our affiliates' everyday business purposes</b> - information about Your creditworthiness	NO	WE DON'T SHARE
<b>For Our affiliates to market to You</b>	YES	NO
<b>For non-affiliates to market to You</b>	YES	YES
<b>To limit Our sharing</b>	<ul style="list-style-type: none"> <li>• Call 614.235.2395 or 800.282.6420 - Please select Option 4 and You will be connected to a Member Services Representative (MSR) who will assist You.</li> <li>• Visit Us online: <a href="http://www.kemba.org">www.kemba.org</a> or</li> <li>• Mail the form below</li> </ul> <p>Please note:</p> <p>If You are a <i>new</i> member, We can begin sharing Your information 30 days from the date We sent this notice. When You are <i>no longer</i> Our member, We continue to share Your information as described in this notice.</p> <p>However, You can contact Us at any time to limit Our sharing.</p>	
<b>Questions?</b>	Call 614.235-2395 or 800.282.6420 or go to <a href="http://www.kemba.org">www.kemba.org</a>	



#### Mail-in Form

Mark any/all You want to limit:

☐ Do not share my personal information with non-affiliates to market their products and services to me.

<b>Name</b>		<b>Mail to:</b> KEMBA Financial Credit Union P.O. Box 307370 Gahanna, Ohio 43230
<b>Address</b>		
<b>City, State ZIP</b>		
<b>Account Number(s)</b>		

What We do	
<b>How does KEMBA Financial Credit Union 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 KEMBA Financial Credit Union collect my personal information?</b>	<p>We collect Your personal information, for example, when You</p> <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> <p>We also collect Your personal information from others, such as credit bureaus, affiliates, or others.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about Your credit worthiness</li> <li>• affiliates from using Your information to market to You</li> <li>• sharing for non-affiliates to market to You</li> </ul> <p>State laws and individual companies may give You additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on Your account.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. KEMBA Financial Credit Union has no affiliates.
<b>Non-Affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies. Non-affiliates We share with can include categories of companies, such as:</p> <ul style="list-style-type: none"> <li>• financial service providers</li> <li>• insurance companies</li> <li>• non-profit organizations</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to You. Our joint marketing partners include categories of companies, such as:</p> <ul style="list-style-type: none"> <li>• financial service providers</li> <li>• insurance companies</li> </ul>

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# KEMBA Advantage

Earn more. Save more. That's the KEMBA Advantage.



## Enjoy the advantage of cooperation.

In the spirit of a true cooperative, we are pleased to offer the **KEMBA Advantage** program, which will help you do more with your money. When you use your Credit Union, you always get great service and pricing. But when you actively use KEMBA as your Primary Financial Institution, you will experience the **KEMBA Advantage**. Working together, for each other. That's the **KEMBA Advantage**.

### It's simple to qualify!\* All you need is:

#### 1. An active KEMBA checking account with at least 15 qualifying transactions per month

- Bill Pay
- Debit Card signature (*press Credit vs. Debit when making a purchase*)
- Cleared check
- Automatic deposit or withdrawal
- Electronic loan payments made from your KEMBA checking account

#### 2. Direct Deposit of your entire payroll, Social Security, or pension check to KEMBA

#### 3. eStatements

When at least one of the members in your household qualifies for the **KEMBA Advantage** program, your entire household will receive the benefits of Advantage membership!



## Meet the requirements above, and you are automatically eligible to receive:

### ✓ Hassle-Free Checking, with no monthly fee

### ✓ Business Value Checking, with no monthly fee

### ✓ Advantage rate discount on most loans

- Fixed Rate Home Equity Loans & Variable Rate Home Equity Lines-of-Credit
- Vehicle Loans
- Personal Loans
- Recreational Vehicle Loans

### ✓ Advantage rate bonus on most deposits

- Certificates
- IRA Certificates
- Money Market Accounts
- High Performance Checking
- Primary & Secondary Savings Accounts
- Christmas Club Accounts

### ✓ Many free services and virtually all fees waived

- Free Money Orders
- Free Cashiers Checks
- Free Wire Transfers
- Free ACH and Check Stop Payments
- Free Signature Guarantees
- No First Mortgage Loan Document Processing Fee
- No Monthly Membership Fee
- No Branch Assistance Fee
- No Phone Assistance Fee
- And More!

### ✓ One free box of checks each year

### ✓ 8 free non-KEMBA ATM transactions per month (all KEMBA ATMs are free)

See reverse side for additional details and our fee schedule.

\*To earn KEMBA Advantage member status, the following requirements must be met each month: (1) Have an active checking account and make at least 15 qualifying transactions, which include any combination of the following: cleared checks, Debit Card signature transactions, online bill payments, electronic loan payments made from your KEMBA checking account, and automatic deposits or withdrawals; (2) Have Direct Deposit of your entire payroll, Social Security, or pension check (minimum of \$1,000/month); (3) Receive eStatements. If you meet the qualifications during a given calendar month, you will enjoy KEMBA Advantage benefits the next month. Members with a KEMBA business relationship can enjoy Advantage benefits for both your personal and business accounts when you meet the following requirements: (1) Make monthly deposits of at least \$2,000 into your business checking or personal checking account; (2) Have at least 15 qualifying checking transactions into your business checking or personal checking, which include any of the following: cleared checks, Debit Card signature transactions, online bill payments, electronic loan payments made from your KEMBA checking account, and automatic deposits or withdrawals; (3) Receive eStatements. Loan rate discount and Certificate rate bonuses available only to KEMBA Advantage members meeting program requirements for the full life of the loan or Certificate; otherwise the rate will be adjusted. Actual rate bonuses and discounts will vary and are subject to change. Free box of checks is limited to standard Regal check design. KEMBA reserves the right to change or cancel this program at any time. Please see a KEMBA representative for more information. KEMBA membership required.

# Fee Schedule

As a not-for-profit financial cooperative owned by our members, KEMBA strives to keep our fees as low and as few as possible. Many of our fees can be avoided by the type of relationship you maintain with KEMBA, through use of automated electronic channels such as Online Banking or Instant Access Telephone Banking, or by becoming a **KEMBA Advantage** member.

Look for the ✓ below, indicating waived fees and free services you will qualify for as a **KEMBA Advantage** member. For more information on how you can avoid fees, please speak with any KEMBA representative.

## ATM/Debit Cards

Point-of-Sale Transactions . . . . .	Free
KEMBA Owned ATM Transactions . . . . .	Free and unlimited
Non-KEMBA Owned ATM Transactions	
KEMBA Advantage . . . . .	8 free/month; \$2.00/each thereafter
Age ≤ 23 . . . . .	6 free/month; \$2.00/each thereafter
Otherwise . . . . .	4 free/month; \$2.00/each thereafter
PLUS ATM Network Transactions . . . . .	\$2.00/each

## Checking Accounts

Hassle-Free Checking ✓	
With an average daily balance of at least \$500 in checking, or Direct Deposit to KEMBA of at least \$500 per month, or age ≤ 23 . . . . .	Free
Otherwise . . . . .	\$6.95/month
High Performance Checking	
With an average daily balance of at least \$1,000 in checking . . . . .	Free
Otherwise . . . . .	\$8.95/month
Ultimate Plus Checking . . . . .	\$4.95/month
Elements Checking (ages 14-17) . . . . .	Free
Fresh Start Checking	
With Direct Deposit of at least \$500 in checking . . . . .	\$8.95/month
Otherwise . . . . .	\$10.95/month
Business Value Checking ✓	
With an average daily balance of at least \$500 in checking . . . . .	Free
Otherwise . . . . .	\$10.00/month
Business Smart Checking	
With an average daily balance of at least \$5,000 in checking . . . . .	Free
Otherwise . . . . .	\$10.00/month
Transaction Fees	
Business Value Checking . . . . .	Free up to 200/month
Each Additional . . . . .	\$0.25/transaction
Business Smart Checking . . . . .	Free up to 500/month
Each Additional . . . . .	\$0.15/transaction
Checks	
KEMBA Advantage . . . . .	One free box per year*
Otherwise . . . . .	Varies by design
Check Copy	
Printed through Online Banking . . . . .	Free
Phone/Branch/Online request for printed copy . . . . .	\$5.00/copy
ACH and Check Stop Payments ✓	
Requested through Online Banking (excludes ACH) . . . . .	Free
Otherwise . . . . .	\$25.00/copy

✓ Fee waived for KEMBA Advantage members

\*Limited to standard Regal check design

\*\*Fee will only be charged for transactions that could otherwise be performed electronically via Online Banking, Instant Access Telephone Banking, or an ATM. Deposits made at a branch are free and unlimited.

Fees accurate as of February 1, 2012

## Miscellaneous

Account Access	
Online Banking . . . . .	Free
(www.kemba.org)	
Instant Access Telephone Banking . . . . .	Free
(614.235.2395 or 800.282.6420, option 6)	
Membership Fee† ✓	
With an average daily balance of at least \$250 in total household deposits and loans, or active loan, or a checking account, or age ≤ 23 . . . . .	Free
Otherwise . . . . .	\$5.00/month
Branch Assistance Fee†† ✓	
(Applicable fees also apply to Shared Branching visits.)	
With an average daily balance of at least \$500 in total household deposits and loans, or age ≤ 23 . . . . .	Free
Otherwise . . . . .	\$3.00/visit**
Phone Assistance Fee†† ✓	
\$10,000 or greater in deposits . . . . .	Free
Otherwise . . . . .	\$3.00/call**
Money Market Minimum Balance Fee	
With an average daily balance of at least \$1,000 in Money Market . . . . .	Free
Otherwise . . . . .	\$10.00/month
Account Research/Reconciliation ✓ . . . . .	\$20.00/hour
Cashiers Check ✓ . . . . .	\$5.00
Money Order ✓ . . . . .	\$4.00
Wire Transfer ✓ . . . . .	\$15.00 Domestic/\$35.00 International
Signature Guarantee ✓ . . . . .	\$5.00
Legal Process (garnishments, levies, escheatment) . . . . .	\$25.00
Returned Deposit Item . . . . .	\$12.00
Overdraft Transfer	
Savings to Checking . . . . .	\$5.00
Credit Card to Checking . . . . .	\$5.00 + interest
Line-of-Credit to Checking . . . . .	\$5.00 + interest
Early Account Closure Fee . . . . .	\$25.00
(For closing a personal or business account/relationship within the first six months of membership.)	
Non-Member Check Cashing Fee . . . . .	\$5.00
Non-Sufficient Funds & Courtesy Pay Items . . . . .	\$32.00/each

† Fee waived for the first twelve months of KEMBA membership.

†† Fee waived for the first six months of KEMBA membership.

