



ASECU

Savings Account

Disclosure of Service Charges, Terms and Conditions

(Truth-In-Savings Disclosure)

EFFECTIVE:

HOW YOUR ACCOUNT WORKS.

ASECU is dedicated to helping you Save Better and Borrow Smarter! The following Disclosure will help you understand exactly how your Savings Account at ASECU works, what service charges may apply, and how to grow your money. For complete terms governing your account, please see your “Important Account Information” document and the General Service Charge Schedule.

SAVINGS ACCOUNT SERVICE CHARGES, TERMS AND CONDITIONS	
Minimum Balance to Open Your Account	\$5.00
Minimum Balance to Avoid a Service Charge	\$5.00
Minimum Average Daily Balance Required to Earn Dividends	\$100.00
Dividend Annual Percentage Rate (APR)	0.05%
Dividend Annual Percentage Yield (APY)	0.05%
How Dividends are Compounded	Monthly
Balance Computation Method	Average Daily Balance

RATE INFORMATION. The Dividend Rate and Annual Percentage Yield (APY) on your Associated School Employees Credit Union (“ASECU,” “Credit Union”) accounts are set forth above. The APR and APY are variable and subject to change at any time solely at the discretion of the Credit Union, without notice or limitation. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The APY is an annualized rate, based on a 365-day year. A withdrawal will reduce earnings.

COMPOUNDING AND CREDITING. Dividends will be compounded and credited as set forth above. The dividend period begins on the first calendar day of the dividend period and ends on the last calendar day of the dividend period. For example, the beginning date of the first dividend period of the calendar is January 1 and the ending date of such dividend period is January 31. All other dividends periods follow this same pattern of dates.

BALANCE COMPUTATION METHOD. Dividends are calculated using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. If you do not maintain the stated minimum average daily balance to earn dividends in your account, you will not obtain the disclosed APY for the applicable balance provided above.

ACCRUAL OF DIVIDENDS. Dividends will begin to accrue on cash and noncash deposits on the business day you make the deposits to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.





ASECU

SERVICE CHARGES. Refer to the General Service Charge Schedule for charges that may be assessed against your account.

TRANSACTION LIMITATIONS. The Credit Union reserves the right, at any time, to require members to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw savings that are pledged as required security on loans without the written approval of an authorized Officer of the Credit Union except to the extent that such savings exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any savings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent without the written approval of an authorized Officer of the Credit Union.

NATURE OF DIVIDENDS. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

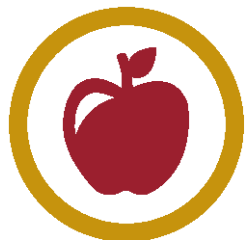
DEPOSIT INSURANCE. Member deposits in this Credit Union are federally insured up to \$250,000 by the National Credit Union Share Insurance Fund (NCUSIF). This Fund is administered by the National Credit Union Administration (NCUA), a U.S. Government Agency, and is backed by the full faith and credit of the United States Government. Visit <http://www.ncua.gov> for more information regarding share insurance coverage.

IMPORTANT DOCUMENTS. By opening an account and agreeing to the ASECUC Membership and Account Agreement, you acknowledge that you have received and agree to the additional terms and conditions stated in this disclosure, The General Service Charge Schedule and Important Account Information document, including the Membership and Account Agreement. Changes to any service charges, or terms and conditions governing your account may be made at the discretion of the Credit Union. Advance notice of changes will be provided to you if required by law. the documents referenced in this disclosure, including our Important Document and General Service Charge Schedule, are available at all of our Branch Offices and are generally available at ASECU.com, or may be requested by emailing us at MemberService@asecu.com, or by call our Office at the numbers listed below.

DISPUTE RESOLUTION. Please see the Important Account Information document for our Arbitration of Claims and Disputes and Waiver of Class Action Provision.

CONTACT US. If you have questions about this disclosure, your account(s), other documents, or to report an error, please visit one of our Branch Offices or contact a Member Service Representative at one of the telephone numbers listed below.





IMPORTANT ACCOUNT INFORMATION

- ◆ **Membership and Account Agreement**
- ◆ **Electronic Fund Transfers Disclosure**
- ◆ **Funds Availability Disclosure**
- ◆ **Privacy Policy**

ASECU
ASSOCIATED SCHOOL
EMPLOYEES CREDIT UNION



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WELCOME!

EFFECTIVE:

As a not-for-profit, member-owned financial co-operative, **ASECU** is committed to helping **YOU!** We do not simply offer savings, checking and loans, we offer you the financial freedom and flexibility to **LIVE YOUR BEST LIFE!**

I. MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement (“Agreement”) covers the rights and responsibilities concerning your accounts and the rights and responsibilities of Associated School Employees Credit Union. In this Agreement, the words “you”, “yours” or “member” mean anyone who signs a Membership and Account Application or Account Change Document. The acronym “ASECU” and the words “Credit Union”, “we”, “us” and “our” mean Associated School Employees Credit Union. The word “account” means any one (1) or more share or other accounts you have with ASECU and related services. Your account type(s) and ownership are designated on your Membership and Account Application.

By signing a Membership and Account Application, each of you, jointly and severally, agree to the terms and conditions in this Membership and Account Agreement. This Agreement contains important information you will need to know about your ASECU account(s) and includes the following additional disclosures:

- ◆ Funds Availability Policy Disclosure
- ◆ Electronic Funds Transfer Disclosure
- ◆ Privacy Notice
- ◆ Arbitration Agreement

Please ensure that all owners and authorized signers on your account are also familiar with this Agreement. This Agreement, as well as the service charges associated with your account(s), and any Account Documents (see below) may be altered or amended at any time by the Credit Union and as altered or amended shall be binding on all members. The current version of this Agreement is available online at www.asecu.com or in any Credit Union Branch Office. By opening or maintaining your Credit Union account, you agree that the terms and conditions contained in this Agreement, as amended, will govern your account and any services related to your account.

This is a legally binding contract. Please **READ** and **RETAIN** this Agreement so that you can refer to it whenever you have a question about your account. Your account type(s) and ownership features are designated on your Membership and Account Application. By signing a Membership Account Application, each of you, jointly and severally, agree to all the terms and conditions set forth in:

- ◆ This Membership and Account Agreement,
- ◆ The Truth-in-Savings Disclosure or other applicable account disclosures,
- ◆ The Schedule of Service Charges, and
- ◆ Any Account Receipt Accompanying this Agreement.

In addition to the Account Documents, you agree to comply with the ASECU Articles of Incorporation, the ASECU Code of Regulations, ASECU Policies, ASECU Procedures, and any amendment to these documents from time to time which collectively govern your Membership and Account(s).

II. MEMBERSHIP ELIGIBILITY.

To join ASECU, you must be an individual or entity qualifying within the Credit Union’s field of membership and either (1) you deposit the minimum par value in a membership share account at account opening or (2) as a Co-Signer, Co-Maker or Co-Borrower on a loan, you pay a membership fee at the time the loan is funded as set forth in the ASECU Code of Regulations. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies and other consumer reporting agencies, to verify your eligibility for the accounts, services and products your request. Further, you permit ASECU to report our experiences with you to such agencies.

III. GENERAL INFORMATION.

1. How to Access Your Account

Home Banking	Access your account(s) online 24 hours a day by using our home banking at www.asecu.com .
Mobile Banking	Access your account(s) 24 hours a day by using our mobile banking application on your mobile device.
ATM	Access your account(s) by using Automated Teller Machines.
Telephone Access	Access your account(s) 24 hours a day by using our “Member Telephone Service” (MTS) audio response telephone banking at 330-792-3618 or 800-77ASECU.
Member Service Representative	You may request assistance from a Member Service Representatives during business hours by calling 330-792-4000 or 800-77ASECU.

2. How to Contact ASECU

Email	www.MemberService@asecu.com .
Mobile App	Contact Us / Call Us.
Telephone	330-792-4000 or 800-77ASECU, option 1.
Fax	330-792-4909
U.S. Mail	1690 S. Canfield-Niles Road, Youngstown, OH 44515
In-Person	You may visit any of our Branch Offices during regular business hours. Locations are listed at www.asecu.com

3. How ASECU May Contact You. You consent and agree to the following:

- A.** When you give a telephone number directly to us, or place a telephone call to us, you authorize us to call to you at that number. You understand and agree that a telephone number includes a cell phone number and “calls” includes both telephone calls and text messages to or from your phone or cell phone. For example, we may place calls to you to service your account, notify you about fraud alerts and deposit holds, and call you about amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text, or pre-recorded messages. If you give us an email address, you also consent to us contacting you by email.
- B.** You authorize us to monitor, and record telephone conversations, and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless we are required by law to do so.
- C.** It is extremely important to always protect your account information. ASECU will never call or email you and request your personal information, account number, card number, PIN, or user ID, and/or password. However, in some cases, we may contact you asking to confirm recent transactions on your account to help identify potentially fraudulent activity. ASECU is not liable to you for criminal actions of third parties who use the information you give them.

IV. FUNDS AVAILABILITY POLICY

This disclosure describes your ability to withdraw funds at ASECU. It only applies to the availability of funds in transaction accounts. Checking accounts are the most common transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this Policy. Please ask us if you have a question about which accounts are affected by this Policy.

- 1. Your Ability to Withdraw Funds.** Our general policy is to delay the availability of funds from your 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 or other items.

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 during business hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after business hours or on a day we are not open, we will consider 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.

A. Same-Day Availability:

- 1) Funds from the following deposits will be available on the day we receive your deposit: Cash Deposits, Electronic Direct Deposits, Wire Transfers.
- 2) If you make a deposit in person to one of our employees, funds from the following deposits are also available on the same business day we receive your deposit.
- 3) Checks drawn on ASECU and U.S. Treasury Checks that are payable to you;
- 4) State and local government checks that are payable to you;
- 5) Cashiers, certified and teller's checks that are payable to you;
- 6) 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 you mail the deposit or make the deposit at an ASECU ATM), funds from the checks drawn on ASECU and U.S. Treasury checks that are payable to you will be available the first business day after the day we receive the deposit. If you do not make your deposit in person to one of our employees (for example if you mail the deposit or make the deposit at an ASECU ATM), funds from all other of these checks will be available the second business day after the day we receive the deposit; however, the first \$225 of your deposit will be available on the first business day after the day of your deposit.

B. Other Check Deposits: For all other check deposits, funds will not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day after the day of your deposit.

C. Deposits at Non-ASECU ATMs. Funds for any deposits (cash or check) made at an automated teller machine (ATM) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit.

- 2. 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 \$5,525 on any one day.
- ◆ You re-deposit a check that has been returned unpaid.
- ◆ You have overdrawn your account repeatedly in the last six (6) months.
- ◆ There is an emergency, such as a computer or communications failure.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your

deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to impose the delay after you have left the premises, we will provide you notice via mail or by other means that you have authorized by the close of business following the day of your deposit or within such other time as required by law.

- 3. Special Rules for New Accounts.** If you are a new member of ASECU, the following special rules will apply during the first thirty (30) days.

- A. Funds from electronic deposits to your account will be available on the day we receive the deposit.
- B. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers', and federal, state, and local government checks will be available on the same business day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you.
 - 1) The excess over \$5,525 will be available on the fifth (5th) business day after the day of your deposit.
 - 2) 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 \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

- 4. **For Mobile Deposit Only.** For mobile deposit funds availability information, please refer to the "Mobile Deposit Disclosure and Agreement". This disclosure is available in our branch offices, online, by emailing us or by calling a Member Service Representative at 330-792-4000 or 800-77ASECU.

V. HOW WE HANDLE YOUR PERSONAL INFORMATION

Privacy Notice. ASECU works hard to protect your personal information. Please review our Privacy Policy on the following pages to learn more about how we manage member data.

FACTS

WHAT DOES ASSOCIATED SCHOOL EMPLOYEES CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security Number and Income • Account Balances and Payment History • Credit History and Credit Scores
How?	All Financial companies need to share customers' personal information to run their everyday business. In the next section, we list the reasons financial companies can share their customers' personal information, the reasons ASECU chooses to share; and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does ASECU Share?	Can You Limit This Sharing?
For our everyday business purposes – Such as a process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes –To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We Do Not Share
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We Do Not Share
For our affiliates to market to you	No	We Do Not Share
For non-affiliates to market to you	No	No

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies.
Non-Affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.
Joint Marketing	A format agreement between non-affiliated financial companies that together market financial products or services to you.

Questions?	330-792-4000 800-77 ASECU www.asecu.com www.MemberService@asecu.com
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VI. OVERDRAFTS AND HOW TO AVOID THEM

1. Overdrafts. If on any one day, the funds in your checking account are not sufficient to cover checks, drafts, or other items posted to your account, those amounts will be handled in accordance with our overdraft practices set forth in the Account Documents. Our determination of an insufficient current account balance may be made at any time between presentation of the item and our midnight deadline with only one review of the account required. We are not required to notify you if your account does not have sufficient funds to cover checks, drafts, service charges, or other items. Whether the item is paid or returned, your account may be subject to a service charge as set forth in the Account Documents, including the Schedule of Service Charges.

You understand and agree that a merchant or other entity may make multiple attempts to submit a returned item for payment. Consequently, because we may assess a service charge for a non-sufficient funds (“NSF”) item each time it is presented, we may assess you more than one service charge for any given item. Therefore, multiple service charges may be assessed to you as a result of a returned item re-submission regardless of the number of times an item is presented or re-presented to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. All service charges are assessed during the posting process. When we assess a service charge for NSF or overdraft items, the service charge reduces the balance in your account and may put your account into (or further into) a negative status.

At our discretion, we may agree to honor a check, draft or other transfer or payment order which creates an overdraft; however, the honoring of one or more overdrafts does not obligate us to honor any future overdrafts and we may discontinue paying overdrafts without notice. You agree to promptly deposit sufficient funds to cover the overdraft and any service charges, and to reimburse us for any costs we incur collecting the overdraft from you including without limitation, reasonable attorneys’ charges, and the costs of litigation to the extent permitted by law. We reserve the right to pursue collection of previously dishonored items at any time, including giving the payor bank extra time beyond midnight deadline limits.

2. Overdraft Coverage Options. An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. Our standard overdraft practice is that we do not authorize and pay overdrafts for any transactions when you do not have sufficient funds in your account to cover the transaction, unless you ask us to by selecting one of our overdraft coverage options. You may add or remove an overdraft coverage option using our Overdraft Coverage form and Overdraft Coverage for Debit/ATM Transactions form.

If you select one of our overdraft coverage options, we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined, and your account assessed a Non-Sufficient Fund (“NSF”) service charge as outlined in our Schedule of Service Charges. The only exception is everyday debit card and ATM transactions, for which we do not charge an NSF service charge when declined. It is important to keep in mind that for debit card transactions, we check to see if you have sufficient funds at two separate times – first at the time a merchant authorization request is received, and second, at the time the transaction “settles” or posts to your account. If we authorize an everyday debit card transaction, but you do not have sufficient funds to cover the transaction when the transaction “settles” or posts to your account, you will be assessed an Overdraft Service Charge if you have Debit Card Coverage or are a business as further described below. In other words, if you have Debit Card Coverage or are a business, even if the balance in your account was sufficient at the time the authorization was provided, you may be assessed an Overdraft Service Charge if your Current Balance is insufficient at the time of transaction posting.

There is no limit on the total Overdraft Service Charges we can charge you for overdrawing your account. Also, any service charges associated with the overdraft coverage(s) you have selected can overdraw your account. In the event this happens, you are responsible to pay back the negative balance in your account. Please refer to our Service Charges Schedule for service information associated with these coverage options.

- A. Overdraft Protection.** You may elect to link your checking account to another source of funds such as a savings account and/or line of credit on your account (if available). This protection covers transactions completed using checks, your checking account number, or debit card and ATM transactions provided the share or line of credit (if applicable) you have selected has a sufficient balance to cover the transaction amount. Transfers from your overdraft coverage source are completed for the exact amount. If a line of credit transfer is made to cover the transaction, interest will accrue starting the date of transfer. There is no limit to the number of transfers that can be made.
- B. Overdraft Privilege.** This is a separate coverage that is available for checks you have written and transactions you authorize using your checking account number, including automatic bill payment transactions. In the event you do not have sufficient funds to cover these transaction types and any overdraft protection source you have selected does not have a sufficient balance, we can pay the item, taking your account negative. There is a service charge if we pay an overdraft as outlined in the Schedule of Service Charges.
- C. Debit Card Coverage.** If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, you can add Debit Card Coverage (if available) to your account using the separate Overdraft Coverage Form for Debit/ATM Transactions form.
- D.** In cases where your account does not have a sufficient balance to cover a transaction you have protected with overdraft coverage; we will attempt to cover your transaction using the least expensive option you have selected first.
- E. Business Accounts Only.** Except in limited circumstances, business accounts are not eligible for Overdraft Privilege or Debit Card Coverage. If we do not pay an overdraft, your transaction will be declined, and your account assessed an NSF Service Charge as outlined in our Schedule of Service Charges. If a card transaction is declined, you will not be charged an NSF Service Charge; however, if a card transaction is authorized because your current balance is sufficient at the time of authorization, but your current balance is insufficient when the transaction posts to your account, you will be assessed an Overdraft Service Charge outlined in the Schedule of Service Charges.

3. Your Checking Account Balance. We process all withdrawals in order presented and we have no duty to notify you of an insufficient funds check or item. The following is important information regarding your account balance, how transactions are posted to your account, and when an Overdraft Service Charge or NSF Service Charge will be assessed. You should read these disclosures carefully.

- A.** Your Current Balance is calculated as transactions post to your account. The Current Balance is the total amount of deposits (subject to any holds placed on the account). Calculation of your Current Balance does not include payment transactions that have been authorized and are pending. As such, this amount may be higher than your Available Balance. Your Available Balance is the Current Balance, less pending transactions that have been authorized but may not yet have been processed (posted), such as debit card and point-of-sale transactions.
- B.** How Items are Posted: This section explains generally how items are posted to your account. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law. **The best way to know how much money you have and avoid paying overdraft service charges is to record and track all your transactions closely. If you do not understand this agreement or have any questions, please contact us at 330-792-4000, 800-77ASECU or visit any Branch Office. You can find a list of our branch office locations at www.asecu.com.**
 - 1) Transactions can post to your account in two (2) different ways. “Real-time” transactions are posted chronologically as they occur throughout the day. Other transactions are posted to your account in a “batch” process. **The assessment of overdraft service charges is determined based on the account’s Current Balance and is not based on the Available Balance at the time of a transaction is authorized.** Keep in mind, that there are many ways transactions are presented for posting to your account by merchants or other parties, and the Credit Union is not necessarily in control of when transactions are received. Real-Time Transactions: Deposits; ATM and Debit Card Transactions; In-Branch Transactions; Wires; Overdraft and NSF service charges; Immediate ASECU to ASECU Share Transfers. Real-time transactions are posted chronologically based on the date and time our records indicate the transaction is received by the Credit Union.

- C. Items Posted in Batch: Scheduled and Automated Account Transfers between ASECU accounts (share and loan) are posted each business day. Automated Clearing House (ACH) Credits and Debits; Electronic Fund Transfers (EFTs); External Share Transfers and Zelle Transfers are posted in order from the smallest dollar amount to the largest, with credits posting prior to debits, for each file processed. Multiple files may be processed throughout the day.
- D. Checks are posted chronologically based on the date and time our records indicate the transaction is received by the Credit Union (includes checks initiated by “Bill Pay”).
- E. **Current Balance at the time the transactions are posted (not when actually authorized) is used to determine when your account is overdrawn and whether you will be assess a service charge.** It is very important to understand that you may still overdraw your account even though the balance appears to show there is sufficient funds to cover a transaction that you want to make. This is because your available and current balance may not reflect outstanding checks and payments that you have authorized, or other outstanding transactions that have not yet been paid from the account. For example, an outstanding check will not be reflected in your Available or Current Balance until it is presented to us and posted to your account.
- F. In addition, your Available Balance may not reflect all your debit card transactions. If a merchant obtains our prior authorization but does not submit a one-time debit card transaction within a certain period (generally three (3) business days), we must release the authorization hold on the transaction. The Available Balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. The best way to know how much money you have and avoid paying overdraft service charges is to record and track all your transactions closely.

VII. ELECTRONIC FUND TRANSFERS DISCLOSURE

The Electronic Fund Transfer Act and Regulation E require us to provide certain information to members regarding electronic fund transfers (EFTs). This Electronic Fund Transfer disclosure applies to electronic fund transfers you receive from the Credit Union to an account established primarily for personal, family, or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party, and one-time electronic payments from your account using your routing number and account number to pay for purchases or pay bills.

1. Consumer Liability for Unauthorized Transactions.

- A. **Tell us AT ONCE if you believe your card or password/PIN has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your savings or credit if you have a checking account with the overdraft protection and/or overdraft privilege options).** If you tell us within two (2) business days after you learn of the loss or theft of your card or password/PIN, you can lose no more than \$50 if someone used your card or password/PIN without your permission.
 - 1) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or password/PIN, and we can prove that we could have stopped someone from using your card or password/PIN without your permission if you had told us, you could lose as much as \$500.
 - 2) If your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- B. **Contact Us in the Event of Unauthorized Transfer:** If you believe your card or password/PIN has been lost or stolen, call 330-792-4000 or 800-77ASECU.
- C. **Business Days:** For purposes of these disclosures, our business days are Monday through Friday, excluding federal holidays.

- 2. **Transfer Types and Limitations.** Indicated below are the types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it explains your rights and obligations for the transactions listed.

- A. Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and/or pay bills.
- B. Debit Card Transactions:** You may access your Checking Account by using your debit card instead of a check to purchase goods or services at any merchant who has agreed to accept the card or you can access your Checking, Share, or Money Market Accounts by using your debit card and personal identification number at ATMs. For more information regarding your rights, responsibilities and service charges governing use of your card, please refer to our separate ATM Card and Visa® CheckCard Agreement and Disclosure and the Schedule of Service Charges.
- C. Member Telephone Service (MTS).** You may access your account and make transfers by telephone via MTS using your Audio Access PIN. You agree to not write down your PIN anywhere or keep your PIN where it may be found.

- 1) **Account Statements.** All transactions made using MTS will be shown on your account statement. You will not receive receipts for MTS transactions, as you can verify the balances of your account after making MTS transactions.
- 2) **Termination of MTS.** You can terminate your MTS at any time by notifying us in writing and no longer using your MTS PIN. We can terminate your MTS at any time. Whether we or you terminate MTS, the termination will not affect your MTS obligations, even if we allow any transaction to be completed with your PIN after your MTS has been terminated.

- D. Home and Mobile Banking:** You may access your account and make transfers by using our Home Banking or Mobile Banking. Please refer to our separate Home Banking Agreement and Disclosure, the Mobile Banking Agreement and Disclosure and the Mobile Deposit Agreement and Disclosure in addition to the Schedule of Service Charges for your rights, responsibilities and service charges governing Home and Mobile Banking. Inquiry access only is available for Custodial Accounts.

E. ATM Transactions and Service Charges:

- 1) You can access your Share or Money Market Accounts by using your ATM card and personal identification number at ATMs. For more information regarding your rights, responsibilities and service charges governing your card, please refer to our ATM/Visa® CheckCard Agreement and Disclosure and the Schedule of Service Charges.
- 2) **ATM Service Charges Assessed by ASECU.** You agree to pay all ATM transaction service charges outlined in the Schedule of Service Charges. You understand and agree that we will charge you a service charge for each balance inquiry made at an ATM and a separate service charge for each Cash Withdrawal or Transfer made at an ATM not owned by ASECU even if the balance inquiry and withdrawal or transfer are made during the same visit. We may subtract these service charges from your Available Balance, even if the service charge makes your available balance negative.
 - a) **ATM Fees Charged by Other ATM Owners.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or owner and you may be charged a fee for balance inquiry even if you do not complete the transfer.
 - b) **Limitations on Frequency of Transfers.** We reserve the right to impose limitations for security purposes at any time.
 - c) **Limitations on Dollar Amounts of Transfers.** We reserve the right to impose limitations for security purposes at any time.
 - d) **ASECU Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from the check to make a one-time transfer or to process the payment as a check transaction.

- 3. Remittance Transfers – Your Rights and Responsibilities.** If you think there has been an error or problem with your remittance transfer call us or write us at the telephone number or address listed at the bottom of this Disclosure.

You must contact us within one hundred eighty (180) days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (a) your name, address, and telephone number; (b) The error or problem with the transfer, and why you believe it is an error or problem; (c) The name of the person receiving the funds, and if you know it, the telephone number or address; (d) The dollar amount of the transfer; (e) The confirmation code or number of the transaction.

We will determine whether an error occurred within ninety (90) days after you contact us, and we will correct any error promptly. 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 any documents we used in our investigation.

What to do if you want to cancel a remittance transfer: You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any service charges. To cancel, you must contact us at the telephone number listed at the bottom of this Disclosure within thirty (30) minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer if the funds have not already been picked up or deposited into a recipient's account.

4. Confidentiality. We will disclose information to third parties about your account or transfer you make:

- ◆ Where it is necessary for completing transfers, or
- ◆ To verify the existence and condition of your account for a third party, such as a credit bureau, or merchant, or
- ◆ To comply with government agency or court orders, or
- ◆ If you give us written permission.

5. Right to Receive Documentation.

- A. Terminal Transfers:** You can get a receipt at the time you make any transfer to or from your account using one of our Member Service Representatives, ATM, or point-of-sale terminals.
- B. Pre-Authorized Credits:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 330-792-4000 or 800-77ASECU to find out whether the deposit has been made.
- C. Periodic Statements:** You will get a monthly account statement unless there are no transactions in a particular month. In any case you will get a statement at least quarterly.
- D. Pre-Authorized Payments:** You may plan for certain bills to be paid by pre-authorized payments from your checking or share account. Pre-authorized payments from your account may include, but are not limited to, insurance company premiums, installment loan payments to other financial institutions, or utility payments.
- E. Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
- F.** Call or write us at the telephone number or address provided at the bottom of this Agreement in time for us to receive your request three (3) 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 fourteen (14) days after you call. Give us your name and account number, the name of the person receiving the payment, the amount of the payment, and the date on which it is scheduled to be made. We will charge you the amount listed in our Schedule of Service Charges for each stop-payment order you give.
- G. Notice of Varying Amounts:** If pre-authorized payments from your account may vary in amount, the person you are going to pay will tell you in writing, ten (10) days before each payment, when it will be made and how much it will be.
- H. Liability for Failure to Stop Payment of Pre-Authorized Transfer:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

6. Financial Institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- ◆ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ◆ If the transfer would go over the credit limit on your overdraft line (if applicable).
- ◆ If the automated teller machine where you are making the transfer does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- ◆ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- ◆ The funds in the account are restricted by legal process, assignment, claim, encumbrance, or other restrictions on withdrawal.
- ◆ The transaction is prevented by policies, rules or limitations imposed by the Credit Union, from time to time, such as minimum balance requirements or verification and collection of deposits.
- ◆ There may be other exceptions stated in our agreement with you.

7. In Case of Errors or Questions About Your Electronic Transfers. In case of errors or questions about your electronic transfers telephone us at 330-792-4000 or 800-77ASECU or write us at 1690 S. Canfield-Niles Road, Youngstown, OH 44515, or email us at MemberService@asecu.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- A.** Tell us your name and account number.
- B.** Describe the error on 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.
- C.** Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

VIII. ACCOUNT TERMS AND CONDITIONS

1. Ownership of Accounts. The form of ownership for your account is designated on the Membership Application you sign when you open your account. The following provisions describe the rules applicable to the various ownership designations available.

A. Individual Ownership. An individual ownership is an account owned by one (1) member (natural person, corporation, partnership, trust, or organization) qualified for membership in ASECU. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable On Death (POD) beneficiary/payee or trust beneficiary, subject to other provision of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of any owner's death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

B. Joint Ownership. An account owned by two (2) or more persons.

1) Rights of Survivorship. If your account is a joint ownership account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint owners, the deceased owner's interest will become the property of the surviving joint owners(s), provided, however, if the deceased joint owner has a loan or loans with the Credit Union, individually or as joint, the Credit Union may apply the balance in any account to the payment of the loan or loans.

2) Rights of Joint Account Owners. Any joint account owner is authorized to act for the other owner(s), and we may accept orders and instructions regarding the account and any transaction from any joint owner. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners. Any joint owner may withdraw funds in

the account, stop payment on items drawn on an account, transfer, or pledge all or part of the shares of any account (except the membership share) without the consent of the other joint account owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all joint account owners for change to or termination of an account. If we receive written notice of a dispute between joint account owners or receive inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

- 3) **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to us for the amount of the returned item or overdraft and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any joint account owner is indebted to us such that we have a lien against an account of that joint owner, we may enforce our rights against any or all funds in the joint account, or the joint owner's other accounts, regardless of who contributed the funds to the account. Notice provided by the Credit Union to any one (1) joint owner is notice to all joint owners, although the Credit Union has no obligation to notify any joint owner if we exercise our rights against any funds in a joint account.
- 4) **Indemnification of the Credit Union.** The joint owners hereby release and agree to indemnify and hold ASECU harmless from and against any claim arising out of a payment made from any account in accordance with the terms of this Agreement.

- C. Payable on Death Account Designations.** A Payable on Death (POD) account designation is an instruction to the Credit Union that an individual or joint account, if so designated, is payable to the owner(s) during his, her or their lifetimes and when the last account owner dies, the funds remaining in the account shall be payable to any surviving POD beneficiary/payee, who has been designated in accordance with the Credit Union's procedures for such designation, subject to the Credit Union's right of set-off (see Right of Setoff and Security Interest below). Accounts designated as payable to more than one surviving beneficiary/payee are owned proportionately by such beneficiaries/payees based on the percentage given to any such beneficiary/payee in the POD designation. Any beneficiary designation made on your primary account shall be applicable to all subsequent sub-accounts you open, unless you provide written instructions to the Credit Union to modify such beneficiary designations on any such sub-accounts, which shall only be effective upon written acknowledgment by the Credit Union. Notwithstanding the foregoing, POD beneficiary/payee designations shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation process. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. Accordingly, it is incumbent upon you to inform the Credit Union of changes to the address and marital status of your designated beneficiaries/payees.
- D. Accounts for Minors.** We require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any overdraft, or unpaid service charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.
- E. Ohio Transfer to Minor Account.** An Ohio Transfers to Minors Act Account (OTMA) is an individual account established by a member as a custodian on behalf of a minor pursuant to Ohio Revised Code Chapter 5814. The OTMA designates a minor as a person under twenty-one (21) years of age. The custodian shall open the account in the name of the minor, include the minor's social security number, and sign his or her own name on the Membership Application, "as custodian for (name of minor) under the Ohio Transfers to Minors Act". The custodian is the fiduciary holder of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies or is unable or unwilling to continue to serve as custodian, we will follow the OTMA for the appointment of a successor custodian. We reserve the right to require the custodian to nominate a successor custodian when the account is opened. We may suspend the account, until a successor custodian is named to the account. The custodian agrees to abide by the law by notifying the Credit Union in writing immediately upon the death of the minor. After notification of the minor's death, the custodian's authority over the account continues only to the extent allowed by law. Before it receives such notice, the Credit Union may honor any withdrawals made on the account without incurring liability to the minor, the minor's estate, or third party, and the custodian will be liable to the Credit Union for any loss or expense it incurs, including reasonable attorney charges because of the failure to give prompt notice.

F. Business Account. Business Accounts are those established by a partnership, corporation, limited liability company, association, organization or other entity operated for a non-profit basis; all corporations, associations and organizations operated on a not-for-profit basis; and any individual who intends to use the account for carrying on trade or business. The classification and form of ownership of a business account are as designated on the Membership Application.

All business accounts are subject to the same terms as set forth in this Agreement and the additional rules set forth in the Business Account Addendum. The Account owners agree to inform us of the persons authorized to transact business on behalf of the entity. We may rely on the account owners' authorization until such time as we are informed of changes in writing that the authorization has been terminated and we have reasonable time to act on the notice. We require that third party checks payable to a business entity be deposited in the business account, and not cashed. You agree that the Credit Union shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of the account owner, unless the Credit Union has actual notice of such breach.

G. Agency/Power of Attorney on an Account. A Representative Payee, Power of Attorney (POA), or other agency designation on an account is an instruction to us that the owner authorizes another person (the "agent") to make transactions as agent for the account owner regarding the accounts designated. An Agent must provide valid government picture identification when transacting and abide by Credit Union policy and procedure. An agent has no ownership interest in the account or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. The Credit Union is not liable for the misapplication of funds from your account by your agent, and you explicitly agree to indemnify the Credit Union and hold it harmless from any and all claims regarding any act, error, or omission of any agent of POA you designate on your account. We have the right to review and approve any agency/POA agreement. Similarly, unless prohibited by law, we reserve the right to refuse any agency/POA document for any reason, including, but not limited to, those documents failing to conform to Ohio Revised Code Chapter 1337, any document that nominates "dual agents" or "co-agents", and any "springing" document that only becomes effective upon your incapacity. The Credit Union has no obligation to acknowledge an agency designation, and reserves the right to refuse ANY agency designation, or revoke any designation previously granted or honored.

2. Deposit of Funds Requirements. Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in this Agreement and the Account documents. All items for deposit or collection, though provisionally credited, are subject to proof and collection. Until the proceeds thereof in money are actually received by us, or until such items become final under applicable law, such items themselves can be returned and charged back to the account or subject to refund by you, or we may decline payment drawn on deposits. If any item returned as a counterfeit item, or for any other reason, you acknowledge and agree that you will be liable to us for any loss suffered by us, regardless of any confirmation of availability of funds by us.

A. Endorsements. We may, but are not obligated to, accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated to supply the missing endorsement. If a check, draft, or other item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or other item as though it is payable to either person.

If an insurance, government or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within one to one and one half (1- 1 ½) inches from the top edge, although we may accept endorsements outside this space. You agree, however, that we will not be liable to you and you will be liable to us for any delay, loss, or expense, including without limitation reasonable attorneys' service charges we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository institution.

B. Collection and Final Payment of Items. We act only as your collection agent and we are not responsible for handling items for deposit or collection beyond that exercise of ordinary care. We are not liable for the negligence of any other financial institution, or correspondents, or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House Rules. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor or protest regarding items

we purchase or receive for credit or collection to your account. We may charge back any item at any time before final payment and impose a return item service charge on your account. We reserve the right to refuse or return any item or funds transfer. We also reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

- C. Automated Processing of Items.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all members. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items. We may disregard information on any check or draft, other than the signature of the drawer, the amount and any magnetic encoding.
- D. Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- E. Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, social security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel authorization, we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- F. Special Account Instructions.** If you request us to provide checks that contain special account instructions or similar limitations such as “two signatures required”, “void after 60 days”, “not valid over \$500”, etc., we are not liable for payment of any check contrary to the special account instructions or limitations. You specifically acknowledge and agree that these special instructions or limitations are strictly for you or your business’ internal control procedures and that we are not responsible for examining the presented checks to verify that the checks contain the correct information. Furthermore, you agree that we do not fail to exercise ordinary care in paying a check solely because our procedures do not provide for examination of a check.
- G. Crediting Deposits.** Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

3. Account Access.

- A. Identification.** We require valid government photo identification before completing any requested transaction including the dissemination of account information. For transactions not conducted in person, we may ask for further documentation of your identity including, but not limited to, your signature witnessed by a certified notary public. The Credit Union is under no obligation to perform any transaction, regardless of how it is initiated, if:
 - 1) We cannot reasonably ascertain the validity or authenticity of the identification presented;
 - 2) The identification presented is expired;
 - 3) The information contained in the identification is contrary to information on file with the Credit Union or other documentation you have presented; or
 - 4) We cannot conclusively confirm the identity of the person making the transaction request, regardless of the transaction method (i.e., in-person, phone, computer, letter, etc.).

We may ask for any documentation necessary to verify your identity, such as a certified copy of your birth certificate, utility record, or marriage license. If you reside in the State of Ohio, but present an out-of-state driver license or ID, we may require you to present State of Ohio issued identification. For our member’s protection, the Credit Union reserves the right to require any transaction to be conducted in person with valid government issued photo identification

- B. Authorized Signature.** Your signature on the Membership and Account Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize

us to honor transactions initiated by a third party to whom you have given your account number even if you do not authorize a particular transaction.

- C. Access Option.** You may withdraw or transfer funds from your account in any manner we permit (e.g., an automated teller machine, in person, by mail, internet access, automatic transfer, or telephone, as applicable). We may return unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- D. Credit Union Examination.** We may disregard information on any check other than the signature of the drawer, the amount, and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- E. ACH and Wire Transfers.** You may authorize us to process ACH & Wire payment orders. Payment orders are movement of funds from one financial institution to another. We will not process any transfer of funds without proper verification of the order and the account owner. When you initiate a wire transfer, you must identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and, if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. Any account owner may amend or cancel a payment order even if that person did not initiate the order. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. We reserve the right to refuse to execute any order to transfer funds to or from your account. You agree to be bound by any payment order whether or not authorized, issued in your name and accepted by us. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive the final settlement. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. Notice to any account owners is considered notice to all account owners.

Service charges as set forth on the Schedule of Service Charges will apply to all wire and ACH payment orders. Any payment orders that are subject to the Uniform Commercial Code Article 4A will be subject to this Agreement and Ohio Revised Code Sections 1304.51 to 1304.85.

- 4. Account Rates and Service Charges.** We pay account dividends and assess service charges against your account as set forth in the Truth-In-Savings Disclosure and Account Documents or Schedule of Service Charges. We may change the Truth-In-Savings Disclosure and Account Documents or Schedule of Service Charges at any time and will notify you as required by law.
- 5. Transaction Limitations.** We may pay checks, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Disclosure. We may also pay checks, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan, overdraft privilege plan or, if you do not have such a plan with us, according to our overdraft payment policy. We may refuse any item if you do not have sufficient funds, or it is not on a form approved by us, and you are responsible for any loss we incur handling such an item. We also reserve the right to refuse any item if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. We may also decline any item or refuse to allow a withdrawal in some situations, and will advise you accordingly. For example: (1) a dispute between account owners (unless the

court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a Credit Union loan on time.

- 6. Large Cash Withdrawals.** At our sole discretion, we may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or cash a check (including a cashier's check or other official item) at a Credit Union Branch Office if we believe that the amount is unreasonable or that honoring the request would cause us an undue hardship or a safety risk. We may require that such withdrawals be made by appointment. We are not responsible for providing for your security in such transactions.
- 7. Post Dated and Stale Dated Checks.** We may pay any check without regard to its date. We maintain the option either to pay or dishonor any stale dated check (i.e., more than six (6) months old) upon presentation to us. You agree not to deposit checks, drafts, or other items before they are properly payable. You agree that we will not be liable to you for charging your account before the indicated date on a properly payable but postdated check.
- 8. Certificate Accounts.** Any time deposit or Share Certificate we offer is subject to the terms of this Agreement, the Truth-In-Savings Disclosure, and the Account Deposit Receipt for each Share Certificate, the terms of which are incorporated herein by reference.
- 9. Stop Payment Orders.**
 - A. Requesting a Stop Payment.** Any owner may request a stop payment order on any check drawn on your account that has not been paid. To be binding, an order must be dated, signed, and describe the account and check number and the exact amount. You may make an oral stop payment order, which will expire in fourteen (14) calendar days unless confirmed in the manner previously stated. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee or other holders of the check and to assist us in any legal action. A release or cancellation of a stop order may be given by any person who is authorized to draw checks against the account.
 - B. Liability.** Service Charges for stop payment orders are set forth on the Schedule of Service Charges. You may not stop payment on any Official check or any other check or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorneys' charges, damages or claims related to our refusing payment of an item, including, but not limited to, claims of any multiple party account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.
- 10. Check Information.** You agree that we can disregard any information on a check other than MICR encoded data, amount, signature of drawer, and identity of payee. You authorize us to honor any items bearing your account number if you disclosed that account number to the payee or any representative, affiliate, or party associated with the payee, whether or not the item is signed by you. You agree that we may presume that authorization was obtained by the issuer of the item if you voluntarily give your account information to the issuer. You are responsible for all properly payable items.
- 11. Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will only be liable for your actual losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; (4) your account funds are subject to legal process or other claim; or (5) as otherwise provided in this Agreement. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-action are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearing House rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of

deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

12. Right of Set-off and Security Interest. You agree that we have the right under the law, called “set-off” and under this Agreement you grant us a security interest in your accounts, except for your IRA. The security interest granted in this Agreement is consensual and is in addition to our right of set-off.

You agree that we may, unless prohibited by law, use the funds in your account to pay off any obligation or debt, whether direct or indirect, as borrower, guarantor, endorser, or otherwise, you have with us. If your account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt, without notifying you in advance. Similarly, each joint owner agrees that we may use the money in their individual accounts to satisfy obligations in the joint account without notifying you in advance. We may use the money to pay the debt even if withdrawal results in an interest penalty or dishonor of checks. Our right of set-off and security interest are automatic and superior to any claims on the account arising through a right of survivorship.

13. Legal Process. If any legal action such as a tax levy, attachment, garnishment, etc. is brought against your account, we may pay out the funds according to the terms of the action or refuse any payout until the dispute is resolved. We may also refuse to allow you to make any withdrawals until the dispute is resolved. We will not be liable to you if such payment of funds or placing a hold on the account leaves insufficient funds to cover outstanding checks. If the account is a joint account, the entire account will be subject to legal process for the debt of either joint owner, regardless of who contributed the funds in the account. Any expenses or attorneys’ charges we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien, right of set-off, and/or security interest.

14. Account Information. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law, a government agency, or court order; or (4) you give us written permission.

15. Notices.

- A. Name or Address Changes.** You are responsible for notifying us of any address, email address or name change. We are only required to attempt to communicate with you at the most recent address you have provided to us. We require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service charge as set forth on the Schedule of Service Charges.
- B. Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any changes in terms, rates, or service charges as required by law. We reserve the right to waive any term in the Agreement. Any such waiver shall not affect our right to future enforcement.
- C. Effect Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Electronic notices or statements become effective when we electronically mail them to your or post notice on our website. Notice to any account owner is considered notice to all account owners.
- D. Waiver of Notice.** By signing the Membership Application or maintaining an account, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if a check that you deposited is dishonored and returned, we are not required to notify you of the dishonor.

16. Taxpayer ID Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

17. Statements and eStatements.

- A. Contents.** We will mail your periodic statement to the most recent address you have provided us, or we will provide your periodic statement electronically to you. You agree that only one (1) is necessary for joint accounts. The statement will contain a description of your transactions and activity in your account during the statement period a required by applicable law. For checking accounts, you understand and agree that your original checks, when paid,

becomes property of the Credit Union and will not be returned to you, but copies may be retained by us or payable through financial institution and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You agree that our retention of checks or drafts does not alter or waive your responsibilities to examine your statement or the time limit for notifying us of any errors.

B. Examination. You are responsible for examining each statement and reporting any irregularities to us, and the statement is considered correct unless you notify us promptly after any error is discovered. You agree that we will not be liable if you fail to exercise ordinary care in examining your statements. We will not be responsible for any discrepancy such as, but not limited to, deposits, withdrawals, forgeries, alterations, or unauthorized items drawn on your account if: (1) you fail to notify us within thirty (30) days of the statement mailing or made available to you date; (2) these items were drawn without authority or altered in a manner not detectable by a reasonable person. Member assumes all liability for unauthorized signatures produced by a facsimile signature device or stamp.

C. Notice to Credit Union. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

18. Inactive or Dormant Accounts. If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-In-Savings Disclosure or Schedule of Service Charges during which we have been unable to contact you, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may assess a service charge set forth on the Schedule of Service Charges for processing your inactive account. If we impose a service charge, we will notify you, as required by law, at the most recent address you have provided to us. You authorize us to transfer funds from another account of yours to cover any service charges, if applicable. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

19. Special Account Instructions. You acknowledge and agree that if you ask us to follow any instructions that we believe might expose us to claims, lawsuit, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or we may require written agreement, including but not limited to, your agreement to indemnify us or post a bond or other protection.

20. Restriction or Termination of Account. We may restrict or terminate your account at any time without notice to you or may require you to close your account and apply for a new account, because of the following: (1) there is a request to a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) your ownership of or funds in the account, are involved in any dispute or legal proceedings; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan or any abuse of such plan; (6) an owner has violated the terms of Credit Union membership; (7) there has been any misrepresentation or any other abuse of your account; (8) we deem it necessary to protect the Credit Union from any risks, losses or threats, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (9) you have no activity on a zero-balance for six (6) months; (10) you possess, use, or are under the influence of illicit drugs on Credit Union premises; or (11) you are a co-signer, co-maker or co-borrower who paid a service charge in conjunction with a loan to become a member, who has no other affiliation with the Credit Union and the loan has been paid in full. You may terminate an account by giving written notice. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

Your access to any services described herein or otherwise offered to you may be limited due to circumstances beyond our control as well as system outages, errors, backlogs, safety concerns, or suspected fraud or illegal activity. We may decline or prevent transactions to or from your account to protect you, the Credit Union, and our membership as a whole, or to comply with legal requirements. The Credit Union may decline or prevent any or all transactions to or from your account.

21. Termination of Membership. You may terminate single owner membership by giving us written notice. We reserve the right to require the consent of all owners to terminate a membership with joint ownership. You may be expelled or terminated from membership for any reason allowed by our Code of Regulations and applicable by law, including but not limited to, causing a loss to the Credit Union or if you engage in conduct that is abusive or threatening to the Credit Union, its membership or its employees.

- 22. Death or Incompetence.** Neither the death nor legal adjudication of incompetence revokes our authority to accept, pay or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.
- 23. Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of the Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are to be construed as part of the Agreement.
- 24. Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorneys' charges and costs including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions.
- 25. Governing Law and Venue.** Except as otherwise provided, this Agreement is governed by and shall be construed in accordance with the laws of the state of Ohio regardless of any choice of law principles. Subject to the Arbitration of Claims and Disputes and Waiver of Class Action Provision Section included in this document, any action by you to enforce this Agreement shall be commenced exclusively in the Common Pleas Court of Mahoning County, Ohio. You acknowledge and agree this section shall apply regardless of where you physically are in the world when your account is opened, or where you may reside after your account was opened. You further acknowledge and agree this section shall apply regardless of what type of claim you may allege against the Credit Union, including but not limited to contract, tort, data breach, statutory, fiduciary duty breach, etc. Finally, should you commence any action against the Credit Union in any venue other than the Common Pleas Court of Mahoning County, Ohio then you acknowledge and agree you will be liable to the Credit Union for its costs, including reasonable attorneys' charges, of defending any such action.
- 25. Negative Information Notice.** We may report information about your loan, checking, share or deposit accounts to credit bureaus or other consumer reporting agencies. Late payments, missed payments, charge-offs, profit/loss write-offs and other defaults on your accounts may be reflected in the information reported to the credit bureau or other consumer reporting agency.
- 26. Arbitration of Claims and Disputes and Waiver of Class Action Provision.**
- A. Binding Arbitration and Class Action Waiver.** RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.
- B. Agreements to Arbitrate Disputes.** Either you or we may elect, without the others consent, to require that any dispute between us concerning your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").
- C. Disputes Covered by Arbitration.** Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s) and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this Agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as "Claims".
- 1) An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual

basis. Claims or disputes arising from your status as borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

- D. No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT you and we agree that no class action, class-wide arbitration, private attorney general action, or other proceeding where someone acts in a representative capacity, may be pursued in ANY arbitration OR IN ANY court proceeding, REGARDLESS OF when THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two (2) or more persons must not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.
- E. Right to Reject this Resolution of Disputes by Arbitration Provision.** You have the right to opt-out of this agreement to arbitrate if you tell us within thirty (30) days of the opening of your account or the mailing of this notice, whichever is sooner. To opt-out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: Associated School Employees Credit Union Attention: Compliance Department, 1690 S. Canfield-Niles Road, Youngstown, Ohio 44515. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether (1) your account is closed; (2) you pay us in full any outstanding debt you owe; or (3) you file for bankruptcy.
- F. The Arbitration Proceeding.** The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association (AAA) or JAMS Mediation (JAMS). That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).
- G. Costs.** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an awarded is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is a good reason for doing so. Each party shall bear the expense of their respective attorneys' experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.
- H. Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold on property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.
- I. Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provisional shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

27. Limitation of Liability. The limitations of damages and liability set forth in this Section are fundamental elements of the basis of the bargain between the Credit Union and you. You acknowledge and agree the Credit Union would not be able to provide your services on an economic basis without such limitations.

Unless otherwise required by law, the Credit Union cannot and will not be liable to you for: (i) errors, acts or failures to act of others, including other entities, banks, credit unions, or other financial institutions, communications carriers or clearing houses, through which your transfers or transactions may be made or information received or transactions

transmitted, so no such entity shall be deemed an agent of the Credit Union, (ii) any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communications networks, legal constraints or other events beyond the Credit Union's control, or (iii) any special, consequential, indirect or punitive damages, including, without limitation, lost profits or attorney's charges whether or not (1) any claim for these damages is based on tort or contract or (2) the Credit Union knew or should have known the likelihood of these damages in any situation. The Credit Union makes no representations or warranties other than those expressly made in this Agreement.

IF YOUR CLAIM(S) AGAINST THE CREDIT UNION IS BASED UPON A SERVICE CHARGE OR SERVICE CHARGES ASSESSED BY THE CREDIT UNION TO YOU FOR ANY REASON OUR LIABILITY SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE CHARGES PAID BY YOU TO THE CREDIT UNION DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU NOTIFIED THE CREDIT UNION OF YOUR CLAIM.