

**TERMS AND CONDITIONS OF YOUR ACCOUNT**

**AGREEMENT**-This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of New Jersey (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. As used in this agreement, "party" means a person who has a present right, subject to request, to payment from the account. A P.O.D. payee or beneficiary of a trust account is a party only after the account becomes payable to them by reason of their surviving the original payee or trustee. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless they have a present right of withdrawal.

**BYLAWS**-Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** -You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued.

You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another

joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

**DEPOSITS**-We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

**WITHDRAWALS**- Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for

information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**ALL PERSONAL ACCOUNTS**-These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account**-is an account in the name of one person.

**Multiple-Party Accounts (joint accounts, trust accounts, and pay-on-death accounts) -** A multiple-party account is one with more than one party, or a trust or pay-on-death (P.O.D.) account. Any party to this agreement may withdraw all or any portion of the account balance unless otherwise indicated on the account records. Such accounts are subject to the Multiple Party Deposit Account Act, New Jersey Statutes Annotated (NJSA) § 17:161-1 et seq. (P.L. 1979 c. 491), and we will not be liable because of any payments made pursuant to the Act. We may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request to a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The financial institution is not required to determine net contributions. Each party owns their net contribution to the account. In the absence of proof of net contribution, and unless the parties have specifically agreed otherwise, each party will own an equal share of this account. Ownership of a multiple-party account cannot be changed by will.

**Joint Account - With Survivorship (And Not As Tenants In Common)**-is owned by two or more parties. Upon the death of a party: (a) where there is only one surviving party, the entire account will belong to the survivor; (b) where there are two or more surviving parties, each party will continue to own their proportionate share as joint tenants with survivorship and not as tenants in common. The portion of the account owned by the deceased party will be shared equally by the survivors.

**Joint Account-No Survivorship (As Tenants In Common) -** is owned by two or more parties, but none of you intend (merely by opening this account) to create any right of survivorship in any other party. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account-** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries or P.O.D. payees cannot withdraw unless: (1) all parties creating the account die, (2) the beneficiary/P.O.D. payee is then living, and (3) we are not otherwise required by New Jersey law to make payment to a parent, custodian, or guardian. If two or more beneficiaries/P.O.D. payees are named and survive the death of all parties creating the account, such beneficiaries/P.O.D. payees will own this account in equal shares, without right of survivorship. The party(ies) creating

either of these account types reserves the right to: (1) change beneficiaries/P.O.D. payees, (2) change account types, and (3) withdraw all or part of the account funds at any time.

## **BUSINESS, ORGANIZATION AND ASSOCIATION**

**ACCOUNTS-** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS-**You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS-**A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere. **AMENDMENTS AND TERMINATION-**We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

## **STATEMENTS - Your Duty to Report Unauthorized**

**Signatures, Alterations and Forgeries-**You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in

any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors** – In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error – such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks** (For consumer accounts only) – For information on Errors relating to electronic fund transfers (e.g., computer, Debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** – This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** – If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** – If this option is Selected, this is a temporary account agreement. Each person Who signs to open the account or has authority to make Withdrawals (except as indicated to the contrary) may Transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** – You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on

a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AUTHORIZED SIGNER (Individual Accounts only)** – a single Individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to Determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** – We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**PLEDGES** – Unless we agree otherwise in writing, each owner Of this account may pledge all or any part of the funds in it For any purpose to which we agree. Any pledge of this Account must first be satisfied before the rights of any surviving account owner or account beneficiary became effective.

**CHECK PROCESSING** – We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automate system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**CHECK CASHING** – We may charge a fee for anyone that does not have an account with us who is cashing a check, Draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** – If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if

the paper obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** – Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created Check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

(1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** – Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

**ACH AND WIRE TRANSFERS** – This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be

considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** – You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose

#### **DORMANT, INACTIVE, AND UNCLAIMED ACCOUNTS**

We may, after a reasonable period of inactivity, or if we receive return statement mailings due to improper address, consider that we have lost contact with you, and consider your account inactive or dormant. Accounts (if subject to dividends) will continue to earn dividends and will be subject to such maintenance and service charges as disclosed in the Fee Schedule. For reasons of security, we may refuse to allow withdrawals from inactive or dormant accounts until provided with satisfactory evidence of ownership.

As defined by New Jersey State Law, if we are unable to contact you, the balance will be transferred to the appropriate governmental entity. This is known as escheat. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds, and if you choose to reclaim your funds, you must apply to the appropriate state agency.

#### **NOTICE REGARDING PAYMENT ORDER OF ITEMS**

The law permits us to pay items drawn on your account in any order (for purposes of this section "items" means checks, orders, and electronic transactions). To assist you in handling your account with us, we are providing you with the following information regarding how we process those items:

First, we post any ATM withdrawals and purchases through use of your Debit/ATM Card, then ACH entries and then checks presented to us for payment. Within each group, we post and, to the extent there are sufficient available funds in your account, pay each Debit Item in the order in which it is received, with checks posted in check number order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most important items may be paid but it may increase the overdraft or NSF fees if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

##### **Determining When Checks You Deposit Become Available For Use**

The information in this section describes our policy with respect to when deposited funds made to checking, savings or money market accounts become available for withdrawal. Our policy is to make most cash deposits available to you immediately and to make other deposits available generally within one to two business days after the day we receive your deposit. The factors that determine how funds become available are: composition of the deposit (whether cash, checks or other items) and the manner in which items are deposited (Branch, ATM, or ScanDirect). Funds from your deposits will be available in accordance with the rules set forth in Regulation CC: Expedited Funds Availability. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we may not pay checks you write on your account by using these funds.

**Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit or checks you cash that are returned to us unpaid and for any other reasons for return involving your deposit.** There is a distinction between an available and a collected balance. A check that you deposit that later “bounces” may be made available to you before it is actually collected, as provided by law under our Funds Availability Policy. If this deposited check is later returned to us unpaid, and funds in your account are not sufficient to cover the check amount, an overdraft will occur which is your responsibility.

#### **Determining the Availability of a Deposit**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at a branch before closing or before 3:00 P.M. for ScanDirect or at one of our ATMs on a business day that we are open for business, we will consider that to be the day of your deposit.

However, if you make a deposit after branch hours, after 3:00 p.m. for ScanDirect, or our ATM locations, or on a day we are not open, we will consider that the deposit was made on the next business day we are opened.

**Note:** A deposit mailed to the Credit Union is considered made when it is received by the Credit Union.

The length of delay varies and is explained below.

#### **Same Day Availability**

Funds from the following deposits are available on the business day we receive the deposit:

- Cash deposited in an account at a receiving depository branch staffed by employees of Financial Resources
- Wire transfers into your account
- Electronic deposits or credits (ACH) to your account, such as Social Security benefits and direct deposit of your wages
- Transfers of funds between accounts by telephone request, at an ATM using the transfer feature, or through WebBranch available with our Internet Banking and Mobile and Text Message Banking services. Transfers made via WebBranch must be made by 6:00 p.m. Eastern Time

- Checks drawn on “FINANCIAL RESOURCES FEDERAL CREDIT UNION”

#### **Next Day Availability**

- At all Financial Resources branches, funds from the following deposits may be immediately available or available on the first business day after the day of your deposit:
  - United States Treasury checks that are payable to you
  - State and local government checks that are payable to you
  - Cashier’s, certified and teller’s checks that are payable to you
  - Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders that are payable to you
  - Travelers Cheques

#### **Note: above checks must be:**

- Deposited in a branch staffed by employees of Financial Resources Federal Credit Union
- Endorsed only by the person(s) to whom the check was issued
- Deposits made at Financial Resources Federal Credit Union ATMs
- Deposits made using Financial Resources FCU ScanDirect

#### **Second (2<sup>nd</sup>) Business Day Availability**

All Checks drawn on other Financial Institutions within the United States, U.S. Virgin Islands, Puerto Rico, or U.S. territories. The first \$200 of the deposit will be available on the next business day; the remainder of the deposit will be available on the second (2<sup>nd</sup>) business day after the banking day of deposit.

#### **Automated Teller Machine Deposits**

The funds from the deposit of checks made at Financial Resources automated teller machines (ATMs) will be made available on the next business day after the initial deposit. All ATMs that we own or operate are identified as our machines. The funds from deposits made at non-Financial Resources ATMs will be made available on the fifth (5<sup>th</sup>) business day after the initial deposit.

#### **Longer Delays May Apply**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available at the times shown on the previous pages. Depending on the type of check you deposit, funds may not be available until the seventh (7<sup>th</sup>) business day after the day of your deposit. The first \$200 of your deposit will be available on the next business day.

We will notify you if we are not going to make all funds from your deposit available at the time shown on previous pages. If the decision to delay availability is not made at the time you make the deposit, we will mail you a notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard Exceptions.** In addition, 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 have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of communications or computer equipment
- A check that has been returned unpaid is re-deposited
- Your deposit checks totaling more than \$5,000 on any one day
- Third Party checks

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 (7<sup>th</sup>) business day after the day of your deposit.

### **Special Rules for New Accounts**

If you are a new member to the credit union, the following special rules apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposits. Funds from deposits of cash, wire transfers, and the first \$5,000 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 first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the fifth (5<sup>th</sup>) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2<sup>nd</sup>) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7<sup>th</sup>) business day after the day of your deposit.

### **Hold on Other Funds**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **Or**

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available immediately, but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in the disclosure for the type of check that you deposited.

### **Foreign Items**

Funds from the deposit of a check or other items drawn on a financial institution located outside the United States, U.S. Virgin Islands, Puerto Rico, U.S. territories, or payable in foreign currency are available when funds have been collected.

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

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As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.	When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.	Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
Compare your records with the account statements you receive.	If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
Don't lend your ATM card to anyone.	Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.	At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.	We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.
Prevent others from seeing you enter your PIN by using your body to shield their view.	
If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.	

**ELECTRONIC FUND TRANSFERS**  
**YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

**TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS**

- (a) Prearranged Transfers.**
  - Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your  checking and/or  savings account(s).
  - Preauthorized payments. You may make arrangements to pay certain recurring bills from your  checking and/or  savings account(s).
  - \_\_\_\_\_

- (b) Telephone Transfers.** You may access your account(s) by telephone at (800)933-3280 using a touch tone phone, your account numbers, and a Personal Identification Number (PIN) \_\_\_\_\_ to:
  - Transfer funds from checking to savings
  - Transfer funds from savings to checking
  - Transfer funds from your personal line of credit \_\_\_\_\_ to your savings or checking accounts with us
  - Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
  - Make payments from checking to loan accounts with us
  - Make payments from savings \_\_\_\_\_ to loan accounts with us
  - Make payments from \_\_\_\_\_ to \_\_\_\_\_
  - Get checking account(s) information
  - Get savings account(s) information
  - Get loan account(s) information
  - \_\_\_\_\_
  - \_\_\_\_\_

- (c) ATM Transfers.** You may access your account(s) by ATM using your ATM or Check Card \_\_\_\_\_ and personal identification number to:
  - Make deposits to checking accounts
  - Make deposits to savings accounts
  - Get cash withdrawals from checking accounts you may withdraw no more than \_\_\_\_\_ per \_\_\_\_\_
  - Get cash withdrawals from savings accounts you may withdraw no more than \_\_\_\_\_ per \_\_\_\_\_
  - Transfer funds from savings to checking
  - Transfer funds from checking to savings
  - Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
  - Make payments from checking account to \_\_\_\_\_

- Make payments from \_\_\_\_\_ to \_\_\_\_\_
- Get checking account(s) information
- Get savings account(s) information
- Your ATM Card Daily Withdrawal Cash Limit is \$500 \_\_\_\_\_
- Your Debit Card Daily Withdrawal Cash Limit is \$610 \_\_\_\_\_

- (d) Point-Of-Sale Transactions.** Using your card:
  - You may access your  checking account  Primary Checking Account \_\_\_\_\_ account(s) to purchase goods ( in person,  by phone,  by computer), pay for services ( in person,  by phone,  by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
  - You may not exceed more than \$ 700 \_\_\_\_\_ in transactions per 10 transactions daily with an ATM card \_\_\_\_\_.
  - \_\_\_\_\_
  - You may not exceed more than \$2,500.00 in transactions per 20 transactions daily with a Debit Card.

- (e) Computer Transfers.** You may access your account(s) by computer by logging on to [www.MyFinancialResources.org](http://www.MyFinancialResources.org) \_\_\_\_\_ and using your user ID and password \_\_\_\_\_ to:
  - Transfer funds from checking to savings
  - Transfer funds from savings to checking
  - Transfer funds from your line of credit \_\_\_\_\_ to your checking or savings account(s) with us
  - Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
  - Make payments from checking to loan accounts with us
  - Make payments from savings \_\_\_\_\_ to loan accounts.
  - Make payments from \_\_\_\_\_ to \_\_\_\_\_
  - Get checking account(s) information
  - Get savings account(s) information
  - Get loan account(s) information.
  - \_\_\_\_\_
  - \_\_\_\_\_



- (f) Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by logging on via \_\_\_\_\_ Mobile App or at m.MyFinancialResources.org and using your Internet banking user ID and password \_\_\_\_\_ to:
  - Transfer funds from checking to savings
  - Transfer funds from savings to checking
  - Transfer funds from your line of credit to your checking or savings account(s) with us.
  - Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
  - Make payments from checking to loan accounts with us
  - Make payments from savings to loan account(s) with us.
  - Make payments from \_\_\_\_\_ to \_\_\_\_\_
  - Get checking account(s) information
  - Get savings account(s) information
  - Get loan account(s) information
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

- (g) Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via

some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- 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 or pay bills. You may:
  - Not exceed more than \_\_\_\_\_ payments by electronic check per \_\_\_\_\_.
  - Make payments by electronic check from your checking account with us. Payments are limited to \_\_\_\_\_ per \_\_\_\_\_.
- Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
  - Make no more than \_\_\_\_\_ payments per \_\_\_\_\_ for electronic payment of charges for checks returned for insufficient funds.
  - Make electronic payment of charges for checks returned for insufficient funds from your checking account with us. Payments are limited to \_\_\_\_\_ per \_\_\_\_\_.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**GENERAL LIMITATIONS**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a savings or money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) per calendar month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**FEES**

- We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ to our customers whose accounts  
are set up to use \_\_\_\_\_.
- We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ but only if the \_\_\_\_\_  
\_\_\_\_\_ balance in the \_\_\_\_\_  
\_\_\_\_\_ falls below \_\_\_\_\_  
\_\_\_\_\_ during the \_\_\_\_\_.
- Please refer to the "Consumer Schedule of Fees" for applicable fee  
information.
- \_\_\_\_\_
- \_\_\_\_\_

Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**DOCUMENTATION**

**(a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- automated teller machine
- point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**(c) In addition,**

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- \_\_\_\_\_
- \_\_\_\_\_

**PREAUTHORIZED PAYMENTS**

**(a) 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:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 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 14 days after you call.

We charge see fee schedule for each stop payment.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**(c) Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FINANCIAL INSTITUTION'S LIABILITY**

**(a) Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we 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 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 that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4)  if you give us written permission.  
 as explained in the separate Privacy Disclosure.  
 \_\_\_\_\_

**UNAUTHORIZED TRANSFERS**

**(a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, 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 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**Visa® Debit Card.** Additional Limits on Liability for Debit Cards

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**MasterCard® Debit Card.** Additional Limits on Liability for \_\_\_\_\_

You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal

Identification Number which are not processed by MasterCard. MasterCard is a registered trademark of MasterCard International Incorporated.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

**ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**ADDITIONAL INFORMATION:**

*By signing below customer acknowledges receipt of pages 1, 2, 3, 4 and 5 of this notice:*

*Signed*

*Dated*

**INSTITUTION** (name, address, telephone number, business days)

Please direct all inquires to Financial Resources at the contact information listed below.

Financial Resources FCU

ATTENTION: RETAIL OPERATIONS & TRAINING

P.O. Box 6999

Bridgewater, NJ 08807

**BUSINESS DAYS:** For the purposes of this Disclosure, our business days are Monday through Friday. Holidays are not included.

**PHONE NUMBER:** 1-800-933-3280