# MEMBERSHIP AGREEMENT AND DISCLOSURES

Privacy Disclosure

Membership and Account Agreement

Funds Availability Policy Disclosure

Electronic Fund Transfers Agreement & Disclosure

Truth-in-Savings Disclosure





# **FACTS**

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

## Why?

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

## What?

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

- Social Security number and account balances
- account transactions and credit card or other debt
- credit history and credit scores

When you are no longer our member, we continue to share your information as described in this notice.

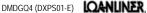
## How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Signal Financial Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Signal Financial Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

**Questions?** 

Call toll-free (800) 368-0108 or go to www.signalfinancialfcu.org



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What we do	
How does Signal Financial	To protect your personal information from unauthorized access and use, we use
Federal Credit Union protect my	security measures that comply with federal law. These measures include computer
personal information?	safeguards and secured files and buildings.
How does Signal Financial	We collect your personal information, for example, when you
Federal Credit Union collect my	<ul> <li>open an account or show your government-issued ID</li> </ul>
personal information?	<ul> <li>provide employment information or give us your contact information</li> </ul>
	show us your driver's license
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only
	<ul> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness</li> </ul>
	<ul> <li>affiliates from using your information to market to you</li> </ul>
	sharing for nonaffiliates to market to you
	State law and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Signal Financial Federal Credit Union has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Signal Financial Federal Credit Union does not share with our nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  • Our joint marketing partners include investment and insurance companies.

Other important information
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# MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

- 1. **MEMBERSHIP ELIGIBILITY** To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.
- 2. SINGLE PARTY ACCOUNTS A single party (individual) account is an account owned by one member who has qualified for credit union membership. 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 provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.
- 3. MULTIPLE PARTY ACCOUNTS An account established under the Maryland Multiple Party Accounts Law includes joint accounts, POD accounts and trust accounts. A joint account is an account owned by two or more persons.
  - b. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one party dies, all sums in the account will pass to the surviving party(ies). For a joint account without rights of survivorship, the deceased party's interest passes to his or her estate. A surviving party's interest is subject to the Credit Union's statutory lien for the deceased party's obligations and to any security interest or pledge granted by a deceased party, even if a surviving party did not consent to it.
  - b. Control of Joint Accounts. Any party is authorized and deemed to act for any other party(ies) and may instruct us regarding transactions and other account matters. Each party guarantees the signature or authenticated request of any other party(ies). Any party may withdraw or transfer funds, pledge to us all or any part of the shares (except the membership share), or stop payment on items without the consent of the other party(ies). We have no duty to notify any party(ies) about any transaction. We reserve the right to require written consent of all parties for any change to or termination of an account. If we receive written notice of a dispute between parties or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all parties in order to act.
  - c. Liability of Parties on an Account. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the parties, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any party is indebted to us, we may enforce our rights against any account of the indebted party, including all funds in the joint account, regardless of who contributed the funds.
- 4. POD ACCOUNT DESIGNATIONS A Payable on Death (POD) account account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the party(ies) during his, her, or their lifetimes and, when the last party dies, is payable to all surviving POD payees. Unless state law provides for different ownership or as permitted and documented by us, the payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving payee. Any POD payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.
- 5. ACCOUNTS FOR MINORS We may 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 returned item, overdraft, or unpaid amount on such account and for any related fees and charges. 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 except as required by applicable law.
- 6. **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 the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

- a. Endorsements. We may 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 or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.
- b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. 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 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. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
- d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items 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 and impose a returned item fee 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 fund transfer.
- e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. 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. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.
- g. Returned Deposit. If you deposit a check or other item that is returned to us unpaid, we will deduct the amount of the returned check or other item from your account balance. When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, represent those checks or other items for payment a second time without notifying you that the check or item was returned. Signal Financial Federal Credit Union is not responsible for any loss or damage you may incur as a result of us not notifying you when such check or other item was first returned. At our option, the check or other item may be represented electronically by us.
- h. Right to Chargeback. Signal Financial Federal Credit Union's policy on availability of funds from checks that you deposit will not affect your obligation to repay any check that you deposit that is not paid nor will it affect Signal Financial Federal credit Union's right to charge back your account or obtain reimbursement for any check that is not finally paid for any reason.

#### 7. ACCOUNT ACCESS

- **a.** Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, 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 check or 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 person to whom you have given your account information, even if you do not authorize a particular transaction.
- **b.** Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.
- c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- 8. FUND TRANSFERS Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.
  - a. Authorization for Transfers/Debiting of Accounts. You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.
  - b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.
  - c. No Notice Required. We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

- d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.
- e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.
- f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.
- **g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.
- h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. 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.
- i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.
- j. Duty to Report Unauthorized or Erroneous Fund Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.
- k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.
- I. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.
- 9. ACCOUNT RATES AND FEES We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

#### 10. TRANSACTION LIMITATIONS

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a 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. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

- **b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.
- c. Service Center and Shared Branch Outlet Activity. All Service Center and Shared Branch outlet activity may be prohibited or restricted during the first 6 months that your account is opened.
- 11. CERTIFICATE ACCOUNTS Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

#### 12. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must

affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- Checks. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments From high to low dollar value.
- ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions.
   These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted as presented.
- PIN-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- Signature-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

- c. Understanding Your Account Balance. Your Checking and savings account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.signalfinancialfcu.org, at an ATM, by visiting a credit union branch or by calling us at 301-933-9100.
- 13. POSTDATED AND STALEDATED CHECKS OR DRAFTS You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

## 14. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment

order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

- **b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional sixmonth periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.
- c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, 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 attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.
- 15. CREDIT UNION LIABILITY If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution 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 regarding what you and our employees say or write will be resolved by reference to this Agreement.
- 16. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.
- 17. REMOTELY CREATED CHECKS OR DRAFTS For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.
- 18. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

- 19. LEGAL PROCESS If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees 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 and security interest.
- 20. 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 or a government agency or court order; or (4) you give us written permission.

#### 21. NOTICES

- a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and 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, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.
- **c. Effect of 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 provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

- **d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.
- 22. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

#### 23. STATEMENTS

- a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.
- **b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

- c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.
- d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.
- e. Returned Statements. Statements that are returned to the Credit Union may be destroyed by us upon receipt.
- 24. INACTIVE ACCOUNTS As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. 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 then 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.
- 25. SPECIAL ACCOUNT INSTRUCTIONS You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.
- 26. TERMINATION OF ACCOUNT We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.
- 27. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you are past due on a payment obligation to Signal Financial Federal Credit Union; you are 32 or more days overdrawn on a deposit account; at our discretion, your conduct is considered disruptive or may cause us a loss; you choose not to follow the terms of this Agreement or any other agreement with Signal Financial Federal Credit Union; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.
- 28. LOSS CAUSED TO THE CREDIT UNION You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union, without prior notice.
- 29. DEATH OF ACCOUNT OWNER We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

- 30. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.
- 31. SEVERABILITY If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- **32. ENFORCEMENT -** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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 attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.
- **33. GOVERNING LAW** This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Maryland. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.
- 34. NEGATIVE INFORMATION NOTICE We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- **35. MONITORING AND RECORDING COMMUNICATIONS -** We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.
- 36. CONSENT TO CONTACT By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 3015 University Blvd West, Kensington, MD 20895, by email to memberservice@signalfinancialfcu.org, via phone at 301-933-9100 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

## **FUNDS AVAILABILITY POLICY DISCLOSURE**

This Disclosure describes your ability to withdraw funds at Signal Financial Federal Credit Union. It only applies to the availability of funds in 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. **GENERAL POLICY** Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.
- 2. **DETERMINING THE AVAILABILITY OF A DEPOSIT** When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

- 3. SAME-DAY AVAILABILITY Funds from electronic direct deposits to your account as well as funds from the following deposits will be available on the same business day that we receive the deposit:
  - U.S. Treasury checks that are payable to you
  - Wire transfers
  - Checks drawn on Signal Financial Federal Credit Union
- **4. SAME-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON** Funds from the following deposits are available on the same business day that we receive your deposit, if you make the deposit in person to one of our employees:
  - Cash
  - State and local government checks that are payable to you
  - Cashier's, certified, and teller's checks that are payable to you
  - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

- **5. AVAILABILITY OF OTHER CHECK DEPOSITS** The first \$225.00 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$225.00 of the deposit will be available by Tuesday. The remaining \$475.00 will be available by Wednesday.
- **6. HOLDS 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. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.
- **7. LONGER DELAYS MAY APPLY** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
  - We believe a check you deposit will not be paid.
  - You deposit checks totaling more than \$5,525.00 on any one (1) day.
  - You redeposit 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 failure of communications or computer equipment.

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

**8. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will 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 deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the same business day that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the seventh 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 \$5,525.00 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 business day after the day of your deposit.

- **9. DEPOSITS AT NONPROPRIETARY ATMS** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.
- **10. CASH WITHDRAWAL LIMITATION** We place certain limitations on withdrawals in cash. In general, \$225.00 of a deposit is available for withdrawal in cash by the first business day after the day of deposit. In addition, a total of \$450.00 of other funds becoming available on a given day will be available for withdrawal in cash at or after 5:00 p.m. that day. Any remaining funds will be available for withdrawal in cash by the following business day.
- **11. FOREIGN CHECKS** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Signal Financial Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings (share) and checking (share draft) accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

- 1. EFT SERVICES If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
- **a. STARsm.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, STARsm, PLUS, and Member Access networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings (share) and checking (share draft) accounts.
- Withdraw funds from your savings (share) and checking (share draft) accounts.
- Transfer funds from your savings (share) and checking (share draft) accounts.
- Obtain balance information for your savings (share) and checking (share draft) accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry STARsm, PLUS, and Member Access network logo(s).

The following limitations on STARsm transactions may apply:

- You may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Visa® Check Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your Signal Financial Federal Credit Union Visa® Check Card to conduct any transaction or obtain any credit union service unless permitted by law. You agree that use of the Visa® Check Card to obtain a service or effect a transaction that is illegal under any jurisdiction where originated, effected of accomplished will be a default and breach of this agreement. Signal Financial Federal Credit Union may terminate the access to the service or withdraw the right to use the Visa® Check Card and/or demand the return of all Visa® Check Cards or other access devices issued to you. If illegal use of your Visa® Check Card occurs, you waive the right to sue Signal Financial Federal Credit Union, and agree to indemnify and hold Signal Financial Federal Credit Union harmless from any suites or other legal action or liability which may be asserted, directly or indirectly, against Signal Financial Federal Credit Union arising out of or resulting from the illegal use of the Visa® Check Card. Funds to cover your card purchases will be deducted from your checking (share draft) account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws

your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, STARsm, PLUS and Member Access networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa, STARsm, PLUS, and Member Access networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your savings (share) and checking (share draft) accounts.
- Withdraw funds from your savings (share)and checking (share draft)accounts.
- Transfer funds from your savings (share) and checking (share draft) accounts.
- Obtain balance information for your savings (share) and checking (share draft) accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Check Card transactions may apply:

- You may purchase up to a maximum of \$7,500.00 per day (\$2,500.00 ATM POS; \$5,000.00 Visa® debit card purchases).
- You may withdraw up to a maximum of \$1,010.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$7,500.00 (\$2,500.00 ATM POS; \$5,000.00 Visa® POS) from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Check Card Transaction Processing. Visa® Check Card (debit) transactions will be processed in real time. You will be authorizing Check Card (debit) purchases based on your actual Signal Financial Federal Credit Union checking (share draft) account collected balances. However, it will usually take two (2) to three (3) days for your transaction to be posted to your Signal Financial Federal Credit Union account, although it may take longer. NOTE: You must have available Signal Financial Federal Credit Union checking (share draft) funds to cover purchases.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

- c. Teller Phone (Audio Response). If we approve Teller Phone (Audio Response) for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Teller Phone (Audio Response) to:
- Withdraw funds from your savings (share), checking (share draft), and Line of Credit Loan accounts.
- Transfer funds from your savings (share), checking (share draft), and Line of Credit Loan accounts.
- Obtain balance information for your savings (share), checking (share draft), loan, and certificate accounts.
- Make loan payments from your savings (share)and checking (share draft)accounts.
- Access your Overdraft Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings (share)and checking (share draft)accounts or interest paid on loan accounts.

Your accounts can be accessed under Teller Phone (Audio Response) via a touch-tone telephone only. Teller Phone (Audio Response) service will be available for your convenience 24 hours per day.

The following limitations on Teller Phone (Audio Response) transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal of \$5.00 (no minimum on transfers) and a \$100.00 minimum withdrawal on Line of Credit loans.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

#### d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings (share) and/or checking (share draft) account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings (share) and/or checking (share draft) account.
- See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- **f. eBanking.** If eBanking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use eBanking to:
  - Transfer funds from your savings (share), checking (share draft), loan, and Line of Credit Loan accounts.
- Obtain balance information for your savings (share), checking (share draft), and loan accounts.
- Make loan payments from your savings (share) and checking (share draft) accounts.
- Access your Overdraft Line of Credit accounts.
- Make bill payments to preauthorized creditors.
- Obtain account history.
- Receive electronic statements.
- Create alerts.
- Create email alerts.
- Create text alerts.
- Create text banking.

Your accounts can be accessed under eBanking via personal computer. eBanking will be available for your convenience 24 hours per day. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on eBanking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.
- **g. Mobile Banking App.** If Mobile Banking App is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking App to:
  - Transfer funds from your savings (share), checking (share draft), loan, and money market accounts.
  - Obtain balance information for your savings (share), checking (share draft), loan, IRA, money market, club, and certificate
    accounts.
  - Make loan payments from your savings (share), checking (share draft), and money market accounts.

- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make deposits using Remote Deposit Capture; see separate terms and conditions for more details.

Your accounts can be accessed under Mobile Banking App via mobile device or other approved access device(s). Mobile Banking App will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking App transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.
- h. Bill Payment. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

With Bill Payment, you choose the date you want your payment to be credited to your account with the merchant. This date, known as the "deliver by" date, will then determine when the money comes out of your account, the "send on" date. You will see the "send on" date using the calendar function in Payment Center or on the following screen, "Review Payments." We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- 2. TRANSFER AND WITHDRAWAL LIMITATIONS For all savings (share) accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

## 3. CONDITIONS OF EFT SERVICES —

- a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- **b.** Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

#### c. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

- e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings (share)and checking (share draft)or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- **4. FEES AND CHARGES** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, 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 a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

301.933.9100 800.368.0108 (long distance calls) 800.754.4128 (after business hours)

or write to:

Signal Financial Federal Credit Union 3015 University Blvd. West Kensington, MD 20895

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### 6. RIGHT TO RECEIVE DOCUMENTATION —

- **a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- **b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 301.933.9100 or 800.368.0108. This does not apply to transactions occurring outside the United States.

- 7. ACCOUNT INFORMATION DISCLOSURE We will disclose information to third parties about your account or the transfers you make:
  - As necessary to complete transfers;
  - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant:
  - If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s):
  - To comply with government agency or court orders; or
  - If you give us your written permission.
- **8. BUSINESS DAYS** Our business days are Monday through Friday, excluding holidays. Due to differences in sponsor group closing, we will post our holiday closing in each branch 15 days prior to closing.
- **9. CREDIT UNION 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:
  - If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
  - If you used your card or access code in an incorrect manner.
  - If the ATM where you are making the transfer does not have enough cash.
  - If the ATM was not working properly and you knew about the problem when you started the transaction.
  - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
  - If the money in your account is subject to legal process or other claim.
  - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
  - If the error was caused by a system of any participating ATM network.
  - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
  - If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
  - If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
  - Any other exceptions as established by the Credit Union.
- 10. NOTICES All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- 11. BILLING ERRORS In case of errors or questions about electronic fund transfers from your savings (share) and checking (share draft) accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

301.933.9100 800.368.0108 (long distance calls)

or write to:

Signal Financial Federal Credit Union 3015 University Blvd. West Kensington, MD 20895

- Tell us your name and account number.
- Describe the electronic 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.
- 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 has 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 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.

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.

- \* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.
- \*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

- 12. TERMINATION OF EFT SERVICES You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.
- **13. GOVERNING LAW** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Maryland, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- **14. ENFORCEMENT** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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 attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

## TRUTH-IN-SAVINGS DISCLOSURE

MATURITY DATE: EFFECTIVE DATE:

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

	RATE SCHEDULE								
	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
☐ Share Certificate									
[] 31 Day									
[] 91 Day									
[] 182 Day									
[] 12 Month									
[] 18 Month									
[] 24 Month	Refer to Rates and Disclosures page	Fixed Rate	\$500.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
[] 30 Month	on www.signalfinancialfcu.org								
[] 36 Month									
[] 48 Month									
[] 60 Month									
[] 72 Month									
[]									
☐ Individual Retirement A	ccount Share Certificate vings Account Certificate								
[] 12 Month									
[] 18 Month							count's Not Allowed		Automatic
[] 24 Month									
[] 30 Month		Fixed Rate	\$500.00	Daily	Monthly	Account's		Allowed - See Transaction	
[] 36 Month	Refer to Rates and Disclosures page on www.signalfinancialfcu.org		,	Daily	,	Term		Limitations section	
[] 48 Month									
[] 60 Month									
[] 72 Month									
[]									

#### **ACCOUNT DISCLOSURES**

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

- 1. RATE INFORMATION 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. For Share Certificate, Individual Retirement Account (IRA) Share Certificate, and Coverdell Education Savings Account (ESA) Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.
- 2. TERM EXTENSION To qualify for an account term extension, the new term must extend the remaining term by at least six (6) months. The rate will be adjusted to reflect the current rate for the new term at the time of the term extension. IRA Share Certificates and Coverdell ESA Certificates are not eligible for term extensions.
- **3. DIVIDEND PERIOD** For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date. If an account term is extended, the new dividend period begins on the first day of the term extension and ends on the new maturity date.
- **4. DIVIDEND COMPOUNDING AND CREDITING** The compounding and crediting frequency of dividends are stated in the Rate Schedule. If an account term is extended, accrued dividends for the original account term will be credited on the first day of the term extension.
- 5. BALANCE INFORMATION To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share account as described in section 12 (MEMBERSHIP). Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. Dividends are calculated by the daily balance method which applies a daily periodic rate to the end of day balance in the account each day.
- **6. ACCRUAL OF DIVIDENDS** For all accounts, dividends will begin to accrue on cash and noncash deposits (e.g., checks) on the business day you make the deposit to your account. For all accounts, if you close your

account before accrued dividends are credited, accrued dividends may not be paid.

- 7. TRANSACTION LIMITATIONS For all accounts. your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. Additional deposits are not allowed. After your account is opened, you are allowed the option to conduct one withdrawal up to 50% of the balance without a penalty ("option"). This option is not available for IRA Share Certificates and Coverdell ESA Certificates. For other share certificates, you may elect to apply the option with your first withdrawal or you may choose to defer the option for another time during the account term. If you elect to defer the option, you will pay an early withdrawal penalty as stated below. If you elect to apply the option and your withdrawal amount is up to 50% of the balance, you will not be assessed a penalty. If you elect to apply the option and your withdrawal amount exceeds 50% of the balance, the amount above 50% is subject to the early withdrawal penalty as stated below. Once the option has been applied during an account term, all additional withdrawals are subject to a penalty as stated below. If your account term is extended, you are afforded the option one time during the new account term, subject to the aforementioned limitations. Balances on hold, including funds used as collateral for share secured loans, are not available for withdrawal and may reduce the amount you can withdraw. If the withdrawal reduces the account balance to zero (\$0.00), the account will be closed.
- **8. MATURITY** Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.
- **9. EARLY WITHDRAWAL PENALTY** We may impose a penalty if you withdraw funds from your account before the maturity date.
- **a.** Amount of Penalty. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 12 Months or less 91 days' dividends

Terms of longer than 12 Months 182 days' dividends

**b.** How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

- c. Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:
- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.
- **10. RENEWAL POLICY** The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.
- **11. NONTRANSFERABLE/NONNEGOTIABLE** Your account is nontransferable and nonnegotiable.
- **12. MEMBERSHIP** As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share

\$5.00

Number of Shares Required

1



## TRUTH-IN-SAVINGS DISCLOSURE

## LAST DIVIDEND DECLARATION DATE:

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time. RATE SCHEDULE

RATE SCHEDULE									
		DIVIDENDS			B		QUIREMEN	ITS	
ACCOUNT TYPE	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	ACCOUNT LIMITATIONS
☐ Membership Share	_	_	_	_	\$5.00	_	_	_	Non-transaction account.
☐ Savings	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	_	_	_	Daily Balance	Account transfer and withdrawal limitations apply.
☐ Bright Future Savings	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	_	_	_	Daily Balance	Account transfer and withdrawal limitations apply.
☐ Holiday Club	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	\$10.00	_	\$10.00	Daily Balance	Account transfer and withdrawal limitations apply.
☐ Vacation Club	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	\$10.00	_	\$10.00	Daily Balance	Account transfer and withdrawal limitations apply
☐ IRA Share	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	\$5.00	_	\$5.00	Daily Balance	Account transfer and withdrawal limitations apply.
☐ IRA Roth Share	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	\$5.00	_	\$5.00	Daily Balance	Account transfer and withdrawal limitations apply
☐ IRA SEP Share	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	\$5.00	_	\$5.00	Daily Balance	Account transfer and withdrawal limitations apply
☐ Coverdell Education Share	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	\$5.00	_	\$5.00	Daily Balance	Account transfer and withdrawal limitations apply
☐ Money Market	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	\$10.00	_	\$2,500.00	Daily Balance	Account transfer and withdrawal limitations apply.
☐ Direct Money Market	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	_	_	_	Daily Balance	Account transfer and withdrawal limitations apply.

☐ Premium Money Market	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	_	_	_	Daily Balance	Account transfer and withdrawal limitations apply.
☐ Draft Checking	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)		_	\$3,000.00	Daily Balance	_
☐ Connect Checking	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)		_	_	Daily Balance	_
☐ Direct Checking	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	_	_	_	Daily Balance	_
☐ Premium Checking	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)		_	_	Daily Balance	_
☐ Bright Future Checking	Refer to Rates and Disclosures page on www.signalfinancialfcu.org	Daily	Monthly	Monthly (Calendar)	_	_	_	Daily Balance	Account limitations apply.

#### **ACCOUNT DISCLOSURES**

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

- 1. RATE INFORMATION 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. For all earning accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and vields as of the last dividend declaration date that is set forth in the Rate Schedule. IRA (Individual Retirement Account) Share, IRA Roth Share, IRA SEP (Simplified Employee Pension) Share, Coverdell Education Share, Money Market, and Premium Money Market accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage vields applicable to each tier are disclosed on the Rates and Disclosures page on www.signalfinancialfcu.org. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.
- **2. NATURE OF DIVIDENDS** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

- 3. DIVIDEND COMPOUNDING AND CREDITING The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
- 4. ACCRUAL OF DIVIDENDS For all earning accounts, dividends will begin to accrue on cash and noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you may not receive the accrued dividends. However, for Holiday Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.
- 5. BALANCE INFORMATION To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share account as described in section 8 (MEMBERSHIP). Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. Members with Signal Connect, Signal Direct and Signal Premium bundle relationships may be subject to a monthly maintenance fee as stated in the Signal Bundle Disclosures and Fee Schedule. Members with a Selections relationship are subject to monthly maintenance fees for Savings and Draft Checking

- accounts as stated in the Fee Schedule. For Holiday Club, Vacation Club, IRA Share, IRA Roth Share, IRA SEP Share, Coverdell Education Share, Money Market, and Draft Checking accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the daily balance in the account each day.
- 6. ACCOUNT LIMITATIONS The Membership Share is a non-transaction share that does not earn dividends. It is used to maintain the par value described in section 8 (MEMBERSHIP). A deposit is accepted to maintain par value and a withdrawal is allowed when closing the membership. For Savings, Bright Future Savings, Holiday Club, Vacation Club, IRA Share, IRA Roth Share, IRA SEP Share, Coverdell Education Share, Money Market, Direct Money Market, and Premium Money Market accounts, you may make no more than six (6) convenient transfers or withdrawals from your account per month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. Bright Future Savings and Bright Future Checking accounts are not eligible for Overdraft Privilege (ODP) services. Holiday Club accounts, accounts mature

on November 1 of each year. Any withdrawals conducted prior to the maturity date are subject to an early withdrawal penalty as stated in the Fee Schedule, however the fee will be waived if the withdrawal is made within the first seven (7) days of the account being opened. At Maturity, the entire balance will be transferred to another account of yours and the account will remain open. For IRA Share, IRA Roth Share, IRA SEP Share, and Coverdell Education Share accounts, additional restrictions and penalties, including penalties assessed by the IRS, may apply for withdrawals. Refer to your IRA/Coverdell Education Savings Account plan documents and consult your tax advisor for details. No account limitations apply to Draft Checking, Connect Checking, Direct Checking, and Premium Checking accounts.

7. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if applicable), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. Refer to the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. All related fees are disclosed in the Overdraft Privilege (ODP) Consent form and in our Fee Schedule.

Account overdrafts created by check, ACH, Point-of-Sale, ATM withdrawal, in-person withdrawal, or other electronic item that are paid or returned are subject to a fee as stated in our Fee Schedule. An overdrawn balance must be repaid within 32 days. We may not pay items under your Overdraft Privilege if you do not maintain your account in good standing by bringing your account to a

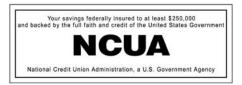
positive balance within every 32 day period for a minimum of 24 hours, if you default on any loan or other obligation to Signal Financial Federal Credit Union or if your account is subject to any legal or administrative order or levy.

**8. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share \$5.00

Number of Shares Required

- **9. RATES** The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.
- **10. FEES** See separate schedule of fees and charges for a listing of fees and charges applicable to your account(s)





## **CHANGE IN TERMS: SIX-TRANSFER LIMIT**

## **Account Limitations - Truth in Savings, Section 6**

Due to the current COVID-19 pandemic, the Federal Reserve made the decision to temporarily suspend the monthly six-transfer limit imposed on savings, club, and money market share accounts. Signal Financial FCU implemented this temporary change effective April 30, 2020. Should the Federal Reserve decide to end the temporary measure, we will advise you of the change in advance.

FEDERALLY INSURED BY NCUA REV 04/2020

# Signal Financial FCU Fee Schedule

Comprehensive fee schedule effective June 1, 2021.

FEE TYPE	FEE AMOUNT
ATM—Foreign ATM	\$1 per balance inquiry or transaction at non-Signal Financial FCU ATMs — first 4 fees waived each month
Bad Address—Returned mail	\$10/return
Bill Pay Payments—Any method	\$1/payment (Selections members only)
Bill Pay Payments—Check payment (2 business day delivery, converted to electronic payment)	\$4.95/item
Bill Pay Payments—Check payment (2 business day delivery)	\$14.95/item
Bill Pay Payments—Check payment (next business day delivery)	\$19.95/item
Bundles—Signal Connect	\$10/month
Bundles—Signal Direct	\$10/month
Bundles—Signal Premium	\$25/month
Check Copy—Deposited or cleared (credit union assisted)	\$3/item
Debit Card—Replacement	\$10/card
Debit Card—Foreign Transaction (international)	1% of each transaction
Early Account Closure (new account closed in the first 6 months)	\$25
Escheatment to State	\$50/account
Garnishments or Levies Processing	\$75/instance
Holiday Club Early Withdrawal	\$15
Inactivity—Inactive (1 year of no member-initiated activity & balance is > \$0)	\$10/month
Inactivity—Dormant (2 years of no member-initiated activity & balance is >\$0)	\$10/month
Official Check	\$7 each
Official Check Copy	\$10/item
Official Check Replacement	\$10/item
Official Check Stop Payment	\$31/item
Outgoing Domestic Wire Transfer	\$30/transfer
Outgoing Foreign Wire Transfer (available to business accounts only)	\$45/transfer
Overdraft	\$31/item
Paper Statement	\$2/month
Pay-by-Phone Loan Payment	\$10/payment
Research—Legal	\$75/hour, \$75 minimum
Research—Member-initiated	\$30/30 minutes, \$30 minimum
Research—Debit Card Fraud (if research concluded no fraud)	\$25/claim
Return Deposited Item	\$31/item
Returned Item—Uncollected Funds	\$20/item
Safe Deposit Box—Drilling	\$150/instance
Safe Deposit Box—Lost Key Replacement	\$20/replacement
Selections—Draft Checking	\$5/month (Applies to new Selections members as of 2/11/19. Members not enrolled in Selections or a Bundle are not affected.)*
Selections—Savings	\$5/month (Applies to new Selections members as of 2/11/19. Members not enrolled in Selections or a Bundle are not affected.)*
Skip-a-Pay	\$30/request
Special Collection Item	\$31/item
Statement Copy	\$10/statement
Stop Payment—Credit union assisted	\$31/item
Stop Payment—eBanking or Teller Phone	\$20/item
Telephone Transfer—Credit union assisted	\$3/transfer
Visa Convenience Check Copy	\$5 each
Visa Gift Card	\$4 each
Visa Statement Copy	\$10each
Visa Travel Money Reloadable Card—Issuance	\$5 each

<sup>\*</sup>Selections members established before February 11, 2019 who open a new savings or checking account on or after February 11, 2019 will be assessed a \$5 monthly fee for each savings and checking account, including those opened before February 11, 2019.

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## SIGNAL BUNDLE DISCLOSURES

Effective as of 3bd[^" #, 2020 / 1 OF 1



## Connect<sup>1,2</sup>

## Savings account **Connect Checking account**

#### **BENEFITS INCLUDE**

- » Connect Checking:
  - Variable Annual Percentage Yield (APY)<sup>3</sup> with no minimum balance to open or earn dividends
- » LinkRewards<sup>4</sup>
- » First six (6) foreign ATM fees waived per month5
- » No fee Bill Pay (excluding expedited payments)
- » \$2 purchase fee for Visa® Gift Cards<sup>6</sup>

## Direct<sup>1,2</sup>

## Savings account **Direct Checking account Direct Money Market account**

#### **BENEFITS INCLUDE**

- » Direct Checking:
  - Variable APY<sup>3</sup> with no minimum balance to open or earn dividends
- » Direct Money Market:
  - Variable APY<sup>3</sup> with no minimum balance to open or earn dividends
- » 0.50% Annual Percentage Rate (APR) discount on new fixed rate personal and vehicle loans9
- » LinkRewards<sup>4</sup>
- » First eight (8) foreign ATM fees waived per month5
- » No fee Bill Pay (excluding expedited payments)
- » \$2 purchase fee for Visa® Gift Cards<sup>6</sup>

## Premium<sup>1,2</sup>

## Savings account **Premium Checking account Premium Money Market account**

#### **BENEFITS INCLUDE**

- » Premium Checking:
  - Variable APY<sup>3</sup> with no minimum balance to open or earn dividends
- » Premium Money Market:
  - Variable APY<sup>3</sup>, no minimum balance to open or earn dividends
- » 0.25% APY increase on share certificates 36 months or greater and with a minimum starting balance of \$10,00011
- » 0.75% APR discount on new fixed rate personal and vehicle loans9
- » LinkRewards<sup>4</sup>
- » First ten (10) foreign ATM fees waived per month<sup>5</sup>
- » Refund of mortgage appraisal fee<sup>12</sup>
- » No fee basic checks up to 2x/year
- » No fee Bill Pay (excluding expedited payments)
- » No fee on Domestic Outgoing Wire Transfers
- » \$2 purchase fee for Visa® Gift Cards<sup>6</sup>

## Monthly \$102 fee waived when:

- » Member does one of the following:
  - Maintains a minimum \$250 average monthly balance<sup>7</sup> in Connect Checking
  - Completes a minimum of five (5) debit card purchases per month8

## Monthly \$102 fee waived when:

- » Member receives a minimum of \$500 in monthly direct deposits to Direct Checking<sup>10</sup> AND
- » Member does one of the following:
  - Maintains a minimum \$250 average monthly balance<sup>7</sup> in Direct Checking
  - Completes a minimum of five (5) debit card purchases per month8

## Monthly \$252 fee waived when:

- » Member does one of the following:
  - Maintains a minimum combined \$25,000 average monthly balance<sup>7</sup> in share accounts (excluding share certificates)
  - Originated a mortgage with Signal Financial FCU.

NOTE: If any share account that makes up a Signal Bundle is closed, the benefits of the current Bundle will no longer apply, and the member's relationship must be converted to another Bundle or Selections. If a share account is closed by the credit union, the member's relationship will be converted to Selections. The member's remaining share accounts may be renamed and will become subject to the terms, fees, and conditions of the new relationship. See our Fee Schedule for more information on Selections.

1 Bundles are not available for Business, Estate, or Representative Payee membership account types. Unless otherwise specified, all advertised offers and terms and conditions of accounts and services are subject to change at any time without notice. After an account is opened or a service begins, it is subject to its features, conditions and terms, which are subject to change at any time in accordance with applicable laws and agreements.

2 Monthly fees may reduce earnings. Monthly fees could bring your balance negative if there are not enough funds available in your account. Your Signal Bundle relationship may be downgraded and/or your share account(s) closed if your share account bal-

ance(s) is/are negative for 90 days or more. Other transaction and service fees, including insufficient funds and overdraft fees, may apply. See our Fee Schedule for more information.

3 Rates are subject to change at any time.

4 Points-based rewards program. To learn more, visit signalfinancialfcu.org/linkrewards.

5 Signal Financial FCU foreign ATM fees are assessed when members use a Signal Financial FCU debit card at non-Signal Financial FCU ATMs. ATM surcharge fees from the other financial institution may still apply.

6 Fee is separate from amount loaded onto the card, and is paid at time of purchase.

7 Average monthly balance is calculated by tak-

the calendar month and dividing the sum by the 11 Available on new and extended share certifinumber of days in the month.

8 There may be a delay from the time a debit card purchase is made or authorized and when it appears on the checking account. Debit card purchases are completed when they post to the checking account. Pending purchases are not considered completed purchases.

9 Approved new loans only, with automatic payment from your Signal Financial FCU checking account. Cannot be combined with any other offer. Existing loans excluded.

10 Excludes ME2ME, person-to-person transfers, and ACH transfers from individuals (including

ing the sum of the daily end of day balances in those facilitated by internet payment providers). cates only. Cannot be combined with any other

> 12 Originated new Signal Financial FCU mortgage only, provided member is in good standing. Cannot be combined with any other offer. Existing loans excluded.

NOTE: If the primary member is under the age of 18, account maintenance fees will not be charged.

See Membership Disclosure for credit union membership qualifications and eligibility.

3015 University Blvd., West, Kensington, MD 20895

301-933-9100

301-949-3193 fax

signalfinancialfcu.org

REV 03/2020

## SELECTIONS DISCLOSURE

Effective as of April 01, 2020 / 1 OF 1



## Relationship features, terms, and conditions

Unless otherwise specified, all advertised offers and terms and conditions of accounts and services are subject to change at any time without notice. After an account is opened or a service begins, it is subject to its features, conditions and terms, which are subject to change at any time in accordance with applicable laws and agreements. Note: If the primary member is under the age of 18, account maintenance fees will not be charged.

See Membership Disclosure for credit union membership qualifications and eligibility.

**SHARES.** Selections members may choose which types of shares to open, subject to credit union policies, eligibility, and the terms and conditions of Selections membership. Share features specific to Selections members are shown below; please see our Membership Disclosure or signalfinancialfcu.org for more information.

Share type	APY <sup>1</sup>	Applicable fees <sup>2</sup>	Minimum balance requirements
Savings	Variable	\$5 monthly maintenance fee <sup>3</sup>	\$0 minimum amount to open \$0 minimum balance to earn dividends
Draft Checking	Variable	\$5 monthly maintenance fee <sup>3</sup>	\$0 minimum amount to open \$3,000 minimum balance to earn dividends

<sup>1</sup> APY=Annual Percentage Yield. Rates are variable and subject to change.

**SERVICES.** Selections members may choose which services to use subject to credit union policies, eligibility, and the terms and conditions of Selections membership. Some services are shown below; please see our Membership Disclosure or signalfinancialfcu.org for more information.

Service	Applicable fees
Debit card	First four (4) foreign ATM fees waived per month⁴
eBanking	No charge
Mobile Banking App	No charge from Signal Financial FCU; data or other charges from mobile provider may apply
eStatements	No charge
Paper/mailed statements	Monthly Paper Statement fee applies; refer to Fee Schedule for current fee
Bill Pay	Fee per Bill Pay transaction applies; additional fees for expedited payments; refer to Fee Schedule for current fees

<sup>4</sup> Signal Financial FCU foreign ATM fees are assessed when members use a Signal Financial FCU debit card at non-Signal Financial FCU ATMs. ATM surcharge fees from the other financial institution may still apply.

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<sup>2</sup> Other transaction and service fees, including insufficient funds and overdraft fees, may apply. See our Fee Schedule for more information.

<sup>3</sup> Fee assessed on Draft Checking and Savings accounts opened on or after February 11, 2019 by members enrolled in Selections. Draft Checking and Savings accounts opened by Selections members before February 11, 2019 will not be assessed the \$5 monthly maintenance fee unless the member opens a new Draft Checking or Savings account on or after February 11, 2019; when a new account is opened, the \$5 fee will begin to be assessed on each Draft Checking and/or Savings account in the membership account, including those that were opened before February 11, 2019. This fee does not apply to Draft Checking or Savings accounts owned by members not enrolled in Selections. Monthly fees may reduce earnings. Monthly fees could bring your balance negative if there are not enough funds available in your account.

## **Bill Pay Terms & Conditions**

## **Introduction:**

This is your bill pay agreement with **Signal Financial Federal Credit Union** also known as Signal Financial FCU.

You may use Signal Financial FCU's bill paying service, Bill Pay, to direct Signal Financial FCU to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the online banking agreement, account agreements, disclosures and other documents in effect governing your account.

## Bill Pay is a free service!

There are some optional features for which you will be charged a fee (see below for details):

- •Gift Pay \$2.99 optional service that allows you to send a gift check for almost any occasion. You choose the paper and a customized message for the recipient. Cheaper than sending a greeting card!
- •Expedited Payments \$9.95/2-day or \$14.95/1-day optional service for check payments only. Electronic payments process within 2 business days as long as you meet the 3 p.m. EST cut-off time.

## Instructions for Setting up Payees & Payments:

**Payees** – If you want to add a new "Payee," first select the "Payee" tab located in bill pay and complete the required information.

•Signal Financial FCU reserves the right to refuse the designation of a "Payee" for any reason.

**Payments** – You may add a new payment to a "Payee" by accessing bill pay and entering the appropriate information.

•You may pay any "Payee" within the United States (including U.S. territories and APO's / AEO's) as allowed.

•Tax payments and court ordered payments may be scheduled through Bill Pay; however, such payments are scheduled at your own risk. In no event shall Signal Financial FCU be liable for any claims or damages resulting from your scheduling these types of payments.

## No payment has a guaranteed delivery

•Signal Financial FCU is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

## The Bill Pay Process:

**Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is 3 p.m. ET.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date. For example, a payment submitted after 3 p.m. ET on Friday, will be processed the following Monday unless that Monday is a holiday. If Monday is a holiday, the payment will be processed on Tuesday.

**Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- •If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- •If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.
- •Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

## Single and Recurring Payments:

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

## **Cancelling a Payment:**

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

#### Available Funds:

You must have the funds available in your "pay from" account at the time the bill payment is processed. If funds are not available, the payment(s) will not occur as scheduled. The system will use any existing overdraft methods already in place to determine available funds.

The member is responsible for making sure funds are on deposit and available at the time the bill payment is processed.

Submitting payments to be debited from your account when funds are not available, may result in the BillPay service being revoked from use on your account access.

## Liability:

Signal Financial FCU is not responsible for any failure to complete or delay in completing any payment due to any of the following:

- •Your Payment Account does not contain sufficient funds to complete the payment, or your Payment Account is closed.
- •The payee rejects or returns the payment for any reason.
- Your equipment, software or any communications link is not working properly.
- •The services are down, and you have been notified of the problem or maintenance before you send the payment.
- •You fail to properly follow the instructions for making a bill payment.
- •You have provided us with incorrect information about the payee you wish to pay, scheduled the payment incorrectly or incorrectly scheduled the number of days before the Due Date or submitted a duplicate of another bill payment.
- •The payee mishandles or delays handling or posting any payment we send.
- •Circumstances beyond our control (for example, fire, flood, interference from an outside source, wars, acts of enemies, strikes, lack of available resources from persons other than the parties to this Agreement, labor disputes, electrical equipment or availability failure, Acts of God, federal,

state or municipal action, statute, ordinance or regulation postal or overnight carrier delays) prevent or delay the transfer or payment from being completed.

•Your breach of this Agreement.

Please make note of the following:

- •You are solely responsible for controlling the safekeeping of and access to your User ID and password.
- •If you want to terminate another person's authority to use the Bill Pay service, you must notify Signal Financial FCU and arrange to change your User ID and/or password.
- •Signal Financial FCU is not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a "Payee" for a bill payment.
- •Signal Financial FCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Signal Financial FCU's agent.

Disclosure of Information to Third Parties:

As it pertains to Bill Pay, we will only disclose information about you to third parties if:

- •it is necessary to complete a transaction;
- •it is necessary to verify the existence and condition of your deposit account;
- •it is necessary to comply with a governmental agency or court order;
- you give us your written permission;
- you ask us to assist with posting of a payment at a payee;
- •it is necessary for activating additional services; or
- •it is within the guidelines set forth by our privacy policy

Usage Limitations, Obligations and Availability:

You agree that you will not provide access to your Bill Pay to any party other than yourself and other joint owners of your account, and you will take reasonable precautions to safeguard your member number and online password and keep it confidential. You agree to use Bill Pay only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access Bill Pay. You must maintain the confidentiality of your assigned username and password for Bill Pay and you are

responsible for all charges incurred under your username, member number and online password, as above, unless otherwise provided under these terms. The availability of Bill Pay may be subject to interruption and delay due to causes beyond our reasonable control and for scheduled maintenance.

## Amendment:

Signal Financial FCU has the right to change this agreement at any time by notifying you as agreed in online banking terms and conditions agreement

## Termination:

- •Signal Financial FCU has the right to terminate this agreement at any time.
- •You may terminate this agreement by written or electronic notice to Signal Financial FCU.
- •Signal Financial FCU is not responsible for any fixed payment made before Signal Financial FCU has a reasonable opportunity to act on your termination notice.
- •You remain obligated for any payments made by Signal Financial FCU on your behalf.

## **eStatement Disclosures**

# YOU MUST READ AND AGREE TO THE FOLLOWING DISCLOSURE IN ORDER TO PARTICIPATE IN THE ESTATEMENT PROGRAM

# SIGNAL FINANCIAL FEDERAL CREDIT UNION ELECTRONIC STATEMENT (or "eStatement") DISCLOSURE AGREEMENT

Electronic Delivery of Statements and Notices By submitting your request for eStatements electronically, you consent and agree that Signal Financial Federal Credit Union (Credit Union) may provide certain disclosures and notices to you in electronic form, in lieu of paper form.

#### **Definitions**

As used in this Agreement, the words "we", "our", "us" and "Credit Union" mean Signal Financial Federal Credit Union. "You" and "your" refer to the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" means your share and/or loan accounts (except credit cards) at the Credit Union. "Business days" means Monday through Friday. Federally designated holidays are not included.

## Scope of Consent for electronic delivery of statements

Your consent to receive electronic statements covers the periodic statements you are provided in connection with your share and loan accounts (except credit cards) with the Credit Union. Your consent also covers all disclosures that are required or may be provided on or with your account and/or loan statements, including, but not limited, to the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act. You understand that the Credit Union will discontinue mailing printed loan and share account statements to your address of record. All future statements will be maintained on a website which you access to obtain, review, print, and copy/download your periodic statements. Each month we will send an e-mail notice to you advising you of the availability of your eStatement and the website where you can access your statement. You may then access your statement via that website using the procedures we authorize.

#### Scope of Consent for electronic delivery of notices

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement.

We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.

## Signal Financial Federal Credit Union eStatement Procedures

You will receive an e-mail shortly after the end of each statement period (please note not all accounts generate monthly statements) letting you know that your statement is ready for viewing.

To view your eStatement, log into your account either online or by mobile device.

#### **Duty to Review Periodic Statements**

Your eStatement will be dated the day of the e-mail notifying you of the availability of your eStatement (the E-mail Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Membership Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date, regardless of when you receive and/or open the eStatement.

#### Change of E-mail address

You agree to notify us immediately of any change in your e-mail address. Notice must be in done in

writing to the Credit Union, either by: 1) fax to 301-949-3193; 2) e-mail to memberservice@sfonline.org; or 3) updating your information online within Online Banking or Mobile Banking.

## Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you have access to it. You agree to protect the confidentiality of your account, account number, personal identification information, driver's license number, and social security number. You understand that personal identification information, by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not guarantee that data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

## **Password Security**

For security reasons, we require that you log in to your online or mobile banking to access your eStatements. If you incorrectly enter your username or password three times, you will be prevented from accessing your eStatements. If you are prevented access due to an incorrect password, you may reset your own password by choosing the Forgot your password? link under the log in information. If you still cannot access your account, you should contact us at 301-933-9100 or toll-free at 1-800-368-0108.

Your log in and password are confidential information that should be known only by you. The Credit Union will not, for any reason, ask for your log in password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your log in and password confidential. Here are some suggestions for maintaining password secrecy: Memorize your passwords never write them down. Try to use random numbers and letters for your password. Avoid using passwords that could be easily guessed by others (your name, your phone number, your date of birth, etc.). Always exit your e-mail before leaving your computer unattended. Notify the Credit Union immediately if you have any reason to believe that the confidentiality of your password has been compromised. If you have a multiple-party account, your password may be changed using the procedure described above by an authorized party to your account. THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING PROCEDURES WE AUTHORIZE.

#### **Change in Terms**

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive statements and notices electronically.

## Your Right to Withdraw Consent

You have the right to withdraw your consent to have the your statements provided in an electronic form by either doing so in your online or mobile banking, by calling us, or by coming into a branch.

We must receive your withdrawal of consent not less than three days before the date statements are processed for a statement period for you to receive a paper statement for that statement period. You will receive paper statements for subsequent statement periods. (Fees apply for paper statement, see fee schedule on our website at signalfinancialfcu.org)

## **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind (express or implied), including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements,

including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

#### Joint Accounts

If your share account is joint with another person, one of you may consent to receive disclosures electronically and that persons election to receive eStatements shall apply to both of you. We will then send the notice regarding the availability of your eStatements to the e-mail address provided in lieu of providing a paper statement.

**Our Right to Terminate** You agree that we can terminate our eStatements service and revert to printed mailed statements for any reason at any time.

#### **Communications between Credit Union and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: Email: You can contact us by e-mail at: memberservice@sfonline.org Telephone: You can contact us by telephone at: (301) 933-9100 or 1-800-368-0108 Postal Mail: You can write to us at: 3015 University Blvd. W, Kensington MD, 20895 Office: For a listing of our offices, please call us at the number above or visit www.sfonline.org for a complete listing.

## Requesting a Paper Copy of a Statement

Requests for paper copies of a statement can be made by e-mailing memberservice@sfonline.org or by calling 1-800-368-0108. There may be a fee for statement copies. Please refer to the Schedule of Fees.

## **Hardware and Software Requirements**

To access your eStatements you will need a personal computer that has the capability of running software that can access the Internet and that can send and receive electronic mail. Although recent versions of Microsoft Internet Explorer, Netscape, and Firefox will most likely be sufficient, officially we only support the latest version of Microsoft Internet Explorer to access your eStatements. If you are reading this agreement online, you already have the necessary hardware and software.

To retain a copy of your statements, you will need a printer attached to your computer capable of printing Web pages. To save your statements on your computer you can use the Save feature of your Internet software to save the pages to your hard drive or to some other media, such as a floppy disk.

## Additional Terms and Conditions of Your Electronic Statement Agreement

The terms and conditions of your Membership and Account Agreement for each of your Credit Union accounts, as well as your other agreements with the Credit Union (such as loans) continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Maryland. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement.

This agreement contains the terms and conditions for using Signal Financial FCU's Online eBanking and/or Mobile Banking services. In this agreement, the words **you** and **yours** mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words **we**, **us**, and **our** mean the credit union (Signal Financial FCU). The word **account** means any one or more savings (share), checking (share draft), Shared Certificate (CD), or any other accounts and loan you have with the credit union. The word "**Services**" means any eBanking or Mobile Services provided by Signal Financial FCU. Certain features, information, types of transactions or other services available while using the Services are only available for certain accounts and may not be available when accessing the Services via mobile device or for all of your accounts.

By accepting this agreement and using eBanking and/or Mobile Banking, you agree to the terms and conditions in this agreement for using the Online eBanking and Mobile Banking, and any additional services available while using our platform (ex. Mobile deposit, external transfers).

From time to time we may add, remove, or modify existing services from our platform, and required notice will be provided as applicable.

## 1. General Terms and Conditions:

You are responsible for obtaining and maintaining all required hardware, software, and internet connection to access eBanking and Mobile Banking. If your phone, browser, table, or other means you use to connect to eBanking/Mobile banking no longer meet the requirements, we are not required to notify you. It is strongly encouraged that all devices are kept up to date with security, software, and other releases that may impact access. We are neither responsible for any errors or problems that arise from the malfunction or failure of the internet, or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. If the browser of operating system you are using does not meet our security standards or a security feature we have in place, your ability to access eBanking and mobile banking services may be made unavailable or otherwise restricted. Refer also to Electronic Funds Transfers Agreement and Disclosure: https://www.signalfinancialfcu.org/cms/wp-content/uploads/2021/10/Membership-Disclosure-Packet-2021-August.pdf

#### 2. Security:

You will select a unique username and password, as well as different forms of multi factor authentication such as a one-time pass code being sent electronically. You are responsible for safekeeping your access and security information. You agree not to disclose or otherwise make your access codes available to anyone.

If an account is held in more than one name, each person will be required to register for their own online access independently from any other owners. Permission from other owners is not required.

Failure to secure your online log-in information may result in loss of funds as well as personal information being accessible to an unauthorized party.

If you permit any 3<sup>rd</sup> parties to access your account, you are responsible for any and all activity conducted by the 3<sup>rd</sup> party you provided your log-in and security information to.

If you believe your account has been compromised in any way, you agree to notify us immediately by chat, in person, or by calling 301-933-9100. (If after hours, change your password immediately)

## 3. Use of eBanking and Mobile Banking Services

eBanking and mobile banking must be used in accordance with this agreement. You specifically agree that you will not use eBanking and Mobile Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting Signal Financial FCU's website or our eBanking and Mobile Service, or interfere or attempt to interfere, with the Online and Mobile Service; or (j) may cause us or our third-party service providers to lose any of the services from our Internet service providers, payment processors, or other vendors. Signal Financial FCU reserves the right to limit, terminate, or suspend access to eBanking, Mobile Banking as a whole, or to suspend or terminate services within each without notice to you, for any reason unless prohibited by law.

## 4. Misuse of eBanking and/or Mobile Banking

You are personally responsible for any and all action, and transactions done by you or your authorized parties while using eBanking or Mobile banking. You agree that transactions will not be done unless funds are available for the transaction. You agree to defend, indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur if a third-party brings or threatens to bring a claim or otherwise, arising from or related to your use of any eBanking and/or Mobile Service or the use of the any Online eBanking and/or Mobile Service by anyone using your means of access to any Online and/or Mobile Service including a Card number, account number, PIN, Username or Password or your violation of this Agreement or the rights of any third-party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

#### 5. GOVERNING LAW

This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Maryland and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located

## 6. Notifications (Emails, Text Messages, and Alerts)

We may notify you by calling, emailing, or texting the phone number or email address you have provide unless it is required by law to mail the correspondence/notification. You may also enroll for additional alerts or messaging services available in eBanking/Mobile. Signal Financial FCU is not responsible for changes that may be incurred by your service provider for receiving electronic notifications/Text Messages.

Notifications are a courtesy and do not mitigate the fact that the monthly statement must be reviewed to confirm all transactions are valid.

If your phone number, email address or other contact information changes, it is your responsibility to update your personal information. Failure to do so may result in notifications and/or calls being sent to someone else that is not an owner of the account.

If you do not update your contact information, we are not responsible for any information sent to the incorrect contact provided.

In addition, you understand and agree that some of these communications may not be encrypted and may include personal or confidential information.

## 7. Consent for Electronic Signature and Documents

Some laws require that we send certain notices, disclosures, and communication in paper form unless we obtain your consent to send such notices and communications electronically. You have the right to request paper copies of notices, disclosures, communications, or applications at any time. (Fees may apply when applicable)

You agree to, as allowed by law, accept notices, disclosures, communications, and applications in electronic form. As part of this you agree to allow the use of an electronic signature to take place of you written signature and agree this will be binding just as a written signature.

In instances when written notice is required to be sent by Signal Financial FCU, or to be received by Signal Financial FCU as applicable by law, these written notices will be required and will not be provided or accepted in electronic format. As the law changes this document will be applicable to any and all documents allowed now and in future to be delivered and accepted electronically.

## 8. Other Sites Available

While using eBanking or Mobile Banking there may be links to other websites or services available that are not owned or operated by Signal Financial FCU. Your use of their site or services is at your sole discretion. Signal Financial FCU is not responsible for the content or services offered and as such cannot guarantee any such content or services.

#### 9. Additional Fees

There is no fee by Signal Financial FCU for the general use of eBanking or Mobile Baking, however there may be fees associated with using additional services available. When making a loan payment using an external debit card, fees will apply by merchant. All applicable fees will be disclosed prior to processing the transaction requested. For additional information refer to the disclosure for the specific service or product. For a list of fees by Signal Financial FCU see our website, <a href="https://www.signalfinancialfcu.org/cms/wp-content/uploads/2021/10/Membership-Disclosure-">https://www.signalfinancialfcu.org/cms/wp-content/uploads/2021/10/Membership-Disclosure-</a>

https://www.signalfinancialfcu.org/cms/wp-content/uploads/2021/10/Membership-Disclosure-Packet-2021-August.pdf



Federal Credit Union

## Mobile Deposit User Agreement

This Agreement contains the terms and conditions for the use of the Mobile Deposit service that Signal Financial Federal Credit Union ("us" or "we") may provide to you ("you" or "User"). Other agreements you have entered into with Signal Financial FCU, including the disclosures governing your Signal Financial FCU account(s), are incorporated by reference and made a part of this Agreement.

- 1. Mobile Deposit is designed to allow you to make check deposits to your accounts from almost anywhere in the world, by snapping a picture of the front and back of the check. The use of a mobile device with camera capabilities is required for use. There is currently no fee to use this service.
- 2. Acceptance of these Terms. Your use of Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. Any changes to this agreement will require you to agree to the new terms before proceeding with Mobile Deposit usage. Further, Signal Financial FCU reserves the right, in its sole discretion, to change, modify, add or remove portions from Mobile Deposit. Your continued use of Mobile Deposit will indicate your acceptance of any such changes.
- 3. Limitations of Service. When using Mobile Deposit, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you.
- 4. Eligible items. You agree to only submit checks as the term is defined in Federal Reserve Regulation CC ("Reg CC"). For a complete description of our Funds Availability Disclosure terms and conditions go to www.signalfinancialfcu.org and navigate to the Membership Disclosure on the Rates and Disclosures page.

You agree that image(s) of the check transmitted to us shall be deemed an "item" with the meaning of the Uniform Commercial Code. You agree that you will not use Mobile Deposit to deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you. (THIRD PARTY CHECKS ARE NOT ACCEPTED)
- b. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC.

- f. Checks or items not payable in United States currency.
  - g. Checks or items dated more than 6 months prior to the date of deposit.
  - h. Checks or items prohibited by Signal Financial FCU current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Signal Financial FCU account.
- 5. Image Quality. The image of an item transmitted to us using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- 6. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Deposit by writing on the back of the check "For deposit to Signal Financial FCU" unless otherwise instructed by Signal Financial FCU. Checks issued by an insurance or Government issued checks MUST be signed by all payees listed on the check for deposit. Without the proper endorsement the processing of your deposit may be refused or delayed. You agree to follow any and all other procedures and instructions for use of Mobile Deposit established by us from time to time.
- 7. Receipt of Items. We reserve the right to reject any item transmitted through Mobile Deposit at our discretion, without liability to you. We are not responsible for items we do not receive, for items that are rejected, or for items that are not sent during transmission.
  - We reserve the right to review any item sent to us prior to releasing the item for acceptance to your account. An image of an item shall be deemed approved for deposit when you receive a confirmation from Signal Financial FCU via email, that the deposit was accepted.
  - Receipt of such confirmation does not mean that the transmission was error free or that the check item cannot be rejected at a later time by the funding institution from which the check item was drawn on.
- 8. Availability of Funds. You agree that items transmitted using Mobile Deposit are subject to the funds availability requirements of Federal Reserve Board Regulation CC. For details on hold and when funds may become available for use, see our Funds Availability Disclosure
- 9. Disposal of Transmitted Items. Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after 180 days to ensure that it is not represented for payment, and you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Signal Financial FCU audit purposes.
- 10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit at any time.

1 1. Hardware & Software. The end user must have a certified mobile device in order to use the Mobile Deposit feature. Hardware & Software requirements are subject to change periodically. If you are experiencing problems, please contact Digital Member Support at 301-933-9100 ext. 298.

Current Certified Mobile Devices

Apple iPhone Android

Your device must have the most Current software version installed to avoid issues when making a mobile deposit

- 12. Errors. You agree to notify us of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than 60 days after the applicable Signal Financial FCU account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against Signal Financial FCU for such alleged error.
- 13. Presentation. The manner in which items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Depository Agreement and Disclosures governing your account.

https://www.signalfinancialfcu.org/cms/wp-content/uploads/2021/10/Membership-Disclosure-Packet-2021-August.pdf

- 14. Ownership & License. You agree that we retain all ownership and proprietary rights associated with Mobile Deposit to include: associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Signal Financial FCU's business interest, or (iii) to our actual or potential economic disadvantage in any respect. You may use Mobile Deposit only for business or personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit.
- 15. DISCLAIMER OR WARRANTIES. YOU AGREE YOUR USE OF Mobile Deposit AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS VALUABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF Mobile Deposit, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM Mobile Deposit SERVICES WILL BE ACCURATE AND
- RESULTS THAT MAY BE OBTAINED FROM Mobile Deposit SERVICES WILL BE ACCURATE AND RELIABLE, AND (iv) ANY ERRORS IN Mobile Deposit SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- 16. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE Mobile Deposit SERVICES INCURRED BY YOU OR ANY

THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR TERMINATION

OF THE USE OF THIS Mobile Deposit SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SIGNAL FINANCIAL FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

- 17. User warranties and indemnification. You warrant to Signal Financial FCU that:
  - a. You will only transmit eligible items.
  - b. Images will meet the image quality standards.
  - c. You will not transmit duplicate items.
  - d. You will not deposit or represent the original item.
  - e. All information you provide to Signal Financial FCU is accurate and true.
  - f. You will comply with this Agreement and all applicable rules, laws and regulations.
  - g. You agree to indemnify and hold harmless Signal Financial FCU from any loss for breach of this warranty provision.
- 18. Other terms. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. We reserve the right to limit or revoke Mobile Deposit access at any time.

## **Password Reset**

To reset your password, you will be prompted to enter certain personal security information to identity yourself.

Your password needs to contain a lower case letter, an upper case letter, a special character (allowed special characters are  $_{\sim @\#\$\%^{*}+=`[\{\}:;!.?()[]-}$ ), and be a minimum of 8 characters

You agree to not share your password with anyone. Signal Financial FCU will never ask you for your password.

If you are not able to reset your password and need further assistance you may chat with us online at signal financialfcu.org, call 301-933-9100, or visit a branch location