

## 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 (1) or more share or other 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's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") 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 and services you request.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) 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, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two (2) or more persons.

**a. 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 (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

**c. Joint Account Owner Liability.** 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 owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/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 charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**6. UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT** - A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

**7. AGENCY DESIGNATION ON AN ACCOUNT** - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**8. 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 (1) 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 (2) 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.

**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 negligence of any correspondent or for loss in transit, and 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 items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**e. Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. 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 made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

## **9. 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 withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur 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, 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.

**10. FUND TRANSFERS** - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code 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. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds 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. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments 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. 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 for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order

will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B-Requirements for 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. 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.

**11. 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.

## **12. TRANSACTION LIMITATIONS -**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds 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: (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 seven (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.

**13. CERTIFICATE ACCOUNTS** - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

## **14. OVERDRAFTS -**

**a. Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are 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 sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the 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) 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. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

**15. 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 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 (6) months past its date.

## **16. 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 be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer 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.

b. **Duration of Order.** Oral stop payment orders for check or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required 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, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**17. 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: (1) your account contains insufficient funds 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 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.

**18. 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.

**19. 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 on-line 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.

**20. PLEDGE/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. 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 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 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 funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**21. 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.

**22. 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.

## **23. 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 of any change 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 deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. 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.

**24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

**25. STATEMENTS -**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of 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 (1) 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 sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, 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 reflected on your statement within 33 days of the date we sent 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 a facsimile signature machine.

**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.

**26. INACTIVE ACCOUNTS** - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. 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 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 be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**27. 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.

**28. 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: (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; or (7) we reasonably deem it necessary to prevent a loss to us. 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.

**29. TERMINATION OF MEMBERSHIP** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

**30. DEATH OF ACCOUNT OWNER** - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date 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.

**31. 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.

**32. 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.

**33. 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.

**34. GOVERNING LAW** - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. 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.

**35. 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.

# Privacy Policy

## NOTICE OF PRIVACY POLICY FOR BEEHIVE FEDERAL CREDIT UNION MEMBERS

### Beehive Federal Credit Union Privacy Notice

Beehive Federal Credit Union (BFCU) is owned by its members and run by a board of directors you elect. You can be confident that your financial privacy is a top priority of this credit union. We are required by law to give you this privacy notice to explain how we collect, use and safeguard your personal financial information. If you have any questions, please contact an employee at 208-656-1000, 800-972-4483, or [bfcu@beehive.org](mailto:bfcu@beehive.org).

We are committed to providing you with competitive products and services to meet your financial needs, which necessitates that we share information about you to complete your transactions and to provide you with certain financial opportunities. In order to do so, we have entered into agreements with other companies that provide either services to us or additional financial products for you to consider.

Under these arrangements, we may disclose all the information we collect, as described below, to companies that perform marketing agreements. To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell to other third parties the information we provide to them.

### Information We Collect and Disclose about You

We collect the following non-public personal information about you from a variety of sources and may disclose all the information we collect to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

- From membership and loan applications and other forms we obtain information such as name, address, social security number, and income.
- From your transactions with us or other companies that work closely with us to provide you with financial products and services, we obtain information such as your account balances, payment history, parties to transactions, and credit card usage.
- From consumer reporting agencies, we obtain information such as your credit worthiness and credit history.
- From verifications of information you provide on applications and other forms, we obtain information from current or past employees, other financial institutions, and other sources listed on the application.

We may also disclose information we collect about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our credit union, follow your instructions as you authorize, or protect the security of our financial records.

If you terminate your membership with BFCU, we will not share information we have collected about you, except as permitted or required by law.

### How We Protect Your Information

We restrict access to non-public personal information about you to those employees who have a specific business purpose in utilizing your data our employees are trained in the importance of maintaining confidentiality and member privacy. We maintain physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard your non-public information.

## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Beehive 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 make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, 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.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. 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.

**4. 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 \$5,000.00 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 seventh business day after the day of your deposit.

**5. 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 \$5,000.00 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 next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 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 twentieth business day after the day of your deposit.



## 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 Beehive 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 share and 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. ATM Card and Youth & Teen ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, PLUS®, Cirrus®, and STAR 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 share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and 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 PLUS®, Cirrus®, and STAR network logo(s).
- Access your draft access account.

The following limitations on ATM Card and Youth & Teen ATM Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- 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. Mastercard Check Card.** If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. 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 card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your 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, PLUS, Cirrus, and STAR networks, and such other machines or facilities as the Credit Union may designate.

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

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

The following limitations on Mastercard Check Card transactions may apply:

- There is no limit on the number of Mastercard Check Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- 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.

**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. Touch Tone Teller (Audio Response).** If we approve Touch Tone Teller (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 Touch Tone Teller (Audio Response) to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Access your draft access account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Touch Tone Teller (Audio Response) via a touch-tone telephone only. Touch Tone Teller (Audio Response) service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Touch Tone Teller (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.
- 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 share and/or share draft account.

- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and 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. Webranch Electronic/PC EFTs.** If Webranch Electronic/PC EFTs 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 Webranch Electronic/PC EFTs to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Access your draft access accounts.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Webranch Electronic/PC EFTs via personal computer. Webranch Electronic/PC EFTs 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. All checks are payable to you as a primary member and will be mailed to your address of record. 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 Webranch Electronic/PC EFTs 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. Bill Payer (Bill Payments).** 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.

We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payer (Bill Payments) transactions may apply:

- There is no limit on the number of bill payments per day.

**2. TRANSFER LIMITATIONS** — For all 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.**

**Mastercard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Mastercard. The rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

**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 share and 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** — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee 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 surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**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. However, TELL US AT ONCE if you believe your card and/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 permission, 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).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions 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 that 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:

(208) 656-1000

(800) 972-4483

(800) 453-4270 Weekend, After Hours, Holiday (lost/stolen)

or write to:

Beehive Federal Credit Union  
PO Box 40  
Rexburg, ID 83440

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 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 (208) 656-1000 or (800) 972-4483. 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.

**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. 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 this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the 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 share and 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:

(208) 656-1000  
(800) 972-4483

or write to:

Beehive Federal Credit Union  
PO Box 40  
Rexburg, ID 83440

- 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 the Credit Union has made 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 within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error 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 will have 90 days instead of 45 days to investigate the error.

**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 Idaho, 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.

## **ADDENDUM TO ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE**

**The following information pertaining to debit cards is added to the Electronic Fund Transfers Agreement and Disclosure:**

**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.

This Addendum revises the terms of the Electronic Fund Transfers Agreement and Disclosure (Agreement). Please keep a copy of this Addendum with the Agreement. Except as set forth in this Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

## NOTICE OF CHANGE

### ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

The following information pertaining to debit cards is added to the Electronic Fund Transfers Agreement and Disclosure that was previously provided to you:

**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.

The terms of the Electronic Fund Transfers Agreement and Disclosure (Agreement) are revised as described above. Please keep a copy of this Notice with the Agreement. Except as set forth in this Notice, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Notice and the Agreement, the terms of this Notice will prevail.



# Beehive Federal Credit Union

P.O. Box 40  
Rexburg, ID 83440  
Phone (208)656-1000  
Fax (208)656-8585  
[www.beehive.org](http://www.beehive.org)

*By enrolling in the Mobile Banking Service you are agreeing to the terms and conditions in the Mobile Banking and Mobile Deposit Disclosure and Agreements below. Please read these disclosures carefully and print them for your records. A copy of these Agreements can be printed from the Credit Union's website at [www.beehive.org](http://www.beehive.org) in the Disclosure Central area under the About Beehive tab, using your computer's browser and a printer. In addition, this Agreement is accessible on our mobile app by clicking on Deposit from the menu bar, following the prompts to the Deposit Review screen and then clicking Read Deposit Disclaimer. If you are unable to print this document, a copy can be provided to you by the Credit Union upon request.*

## MOBILE BANKING AND MOBILE DEPOSIT DISCLOSURES AND AGREEMENTS

### GENERAL TERMS AND CONDITIONS

#### APPLICABLE TO BOTH MOBILE BANKING AND MOBILE DEPOSIT SERVICES

These Mobile Banking and Mobile Deposit Disclosures and Agreements as amended from time to time ("Agreement") set forth the terms and conditions governing the use of Beehive Federal Credit Union's: A) Mobile Banking service; and B) Mobile Deposit service. Please read these Disclosures and Agreements completely and retain them with your personal records. By using, or allowing another person to use, the Mobile Banking and/or Mobile Deposit services offered by Beehive Federal Credit Union, you are agreeing to be bound by the terms and conditions of these Disclosures and Agreements. In these Disclosures and Agreements, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)" "BFCU" and "Credit Union" refer to Beehive Federal Credit Union. All Disclosures and Agreements shall be construed in accordance with the provisions of the Uniform Commercial Code (UCC).

#### ELECTRONIC DISCLOSURE OF MOBILE BANKING AND MOBILE DEPOSIT DISCLOSURES AND AGREEMENTS

By clicking "I Agree" you acknowledge electronic receipt of the Credit Union's Mobile Banking and Mobile Deposit Disclosures and Agreements. You agree that you have read these Disclosures and Agreements in their entirety and will abide by their terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of these Disclosures and Agreements unless you specifically request it.

#### WHO IS BOUND BY THESE AGREEMENTS

Each person "signer" who downloads the Bhive FCU app to use the Mobile Banking and Mobile Deposit services and/or enters their user name and password agrees to be bound by the terms and conditions of these Disclosure and Agreements. If more than one account owner enters their user name and password all signers are jointly and severally liable. The Disclosures and Agreements are also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, you agree to be bound by the terms and conditions of the Disclosures and Agreements.

#### ELIGIBILITY LIMITATIONS

You may not be eligible for these services if any of the following apply:

- Your account is frozen for any reason including, but not limited to, fraud;
- You have mishandled these services or your account;
- You have defaulted on any agreement with the Credit Union including, but not limited to, an account agreement, or a loan agreement;
- You have a valid email address.

#### SERVICE AND MAINTENANCE

From time to time, the Credit Union may disable the Mobile Banking and Mobile Deposit Services without prior notice for scheduled maintenance and upgrades to the system.

#### ADDRESS CHANGE

You are required to have a valid, accurate email address on file in order to enroll in Mobile Banking and to receive special notifications regarding your Mobile Banking or Mobile Deposit Services. You are required to keep the Credit Union informed of your current address and e-mail address to ensure correct mailing of monthly statements.

## **BUSINESS DAYS**

For purposes of these disclosures, our business days are Monday through Friday, excluding legal holidays.

## **TERMINATION**

You may terminate these Agreements with us at any time. The Credit Union reserves the right to terminate these Agreements and/or your use of the Services with or without cause. We may do so immediately if:

- a) you or any authorized user of your account breaches either of these or any other agreements with the Credit Union;
- b) we have reason to believe that there has been or might be an unauthorized use of your account; or
- c) you or any authorized user of your account requests that we do so.

## **ATTORNEYS' FEES AND OTHER FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip tracing fees, and outside services fees incurred while we are enforcing our rights under these Agreements.

## **ADDITIONAL BENEFIT ENHANCEMENTS**

The Credit Union may from time to time offer additional services to you in connection with your accounts.

Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **RESERVATION OF RIGHTS**

Failure or delay by the Credit Union to enforce any provision of these Agreements or to exercise any right or remedy available under these Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreements, these Agreements do not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

If any part of these Agreements should be held to be unenforceable, the remaining provisions of these Agreements shall remain in full force and effect.

# **A. MOBILE BANKING DISCLOSURE AND AGREEMENT**

The Mobile Banking Disclosure and Agreement is incorporated effective June 1, 2016. All other terms and conditions of your Electronic Funds Transfer Disclosure and Agreement, as amended, remain in force.

## **SERVICES**

The Mobile Banking service allows you to access your account information through your smart phone. You may access the Mobile Banking service either by mobile application or mobile web browser. The Mobile Banking service also allows you to request and receive account information and notification via text message.

## **SYSTEM REQUIREMENTS**

To use the Mobile Banking service, you must have a smart phone with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and a Mobile Banking service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device data carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit [beehive.org](http://beehive.org).
- To access the Mobile Banking service using the application option, download the BFCU Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

## **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will receive either a monthly or quarterly account statement reflecting all of your transactions. Depending on your statement election, your statement will either be mailed or available by logging into Online Banking.

## **HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your user name and password has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at (208)656-1000 or (800) 972-4483 or write us at PO Box 40, Rexburg, ID 83440.

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

## **USER SECURITY**

You agree not to give or make available your mobile banking service username, password or other means to access our mobile banking service to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using our mobile banking service. If you permit other persons to use your mobile device, BFCU mobile banking service, username and password or other means to access your accounts through our mobile banking service, you are responsible for any transactions they authorize. If you believe that your BFCU username and password, mobile device or other means to access your accounts through our mobile banking service has been lost or stolen or that someone may attempt to use our mobile banking service to access your accounts or has transferred money without your consent, you must notify us promptly. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.

## **USER NAME AND PASSWORD**

You will select a user name and password. This information should be memorized. Your accounts can only be accessed by the use of an access device with your username and password. If you forget your user name or password, contact the Credit Union to reset your information.

## **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your username and password has been entered incorrectly;
- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account. There may be other exceptions not specifically mentioned above.

## **CHARGES**

There are no fees for using the Mobile Banking Services. However, your mobile carrier may charge for Internet access or text messaging associated with SMS Banking. Contact your mobile device data carrier for additional information.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by email or mailing written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our services or designated accounts.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

## **TRANSACTIONS AVAILABLE**

You may use the Mobile Banking service to perform the following transactions:

- Obtain account balance information;
- Obtain up to twenty-four (24) months of History on your accounts;
- Transfer funds between your accounts within the same tax identification number;
- Make mobile deposits;
- Control debit/credit card;
- Make payments using bill pay;
- View documents.

The following are limitations to the use of the Mobile Banking service:

- No more than six preauthorized, automatic, online, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed.

## **B. MOBILE DEPOSIT DISCLOSURE AND AGREEMENT**

The Mobile Deposit Disclosure and Agreement is incorporated by this reference and becomes a part of Beehive Federal Credit Union's Mobile Deposit Disclosure and Agreement effective June 1, 2016.

### **MOBILE DEPOSIT SERVICES**

Mobile Deposit Service ("Service") allows you to remotely deposit paper checks from your mobile device to your Credit Union account by electronically transmitting a digital image of the paper check to the Credit Union.

### **SYSTEM REQUIREMENTS**

To use the Service, you must meet the following criteria:

- You must have a smart phone with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information.
- You must have the Credit Union Mobile Application installed on your smart phone device. The Bhive Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application as determined by your device's application store.

### **HOW TO NOTIFY US IN CASE OF ERRORS**

If you believe there has been an error with respect to any original check or image transmitted to the Credit Union for deposit, call us at (208) 656-1000 or (800) 972-4483 or write us PO Box 40, Rexburg, ID 83440.

### **CHARGES**

There are no fees for using the Mobile Deposit Services.

### **AMENDMENTS**

The Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. We will notify you of any material change to this Disclosure and Agreement via e-mail, app update, or on our website by providing a link to the revised Disclosure and Agreement. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Your acceptance of the revised Terms and Conditions along with the continued use of the Mobile Deposit service will indicate your consent to be bound by the revised Disclosure and Agreement.

### **CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT**

Deposits received prior to 6 p.m. Mountain Standard Time (MST) on a Monday through Friday (excluding legal holidays) will be credited to your account on the same business day. Deposits received after 5 p.m. MST or on any day the Credit Union is not open, including legal holidays, will be credited on the next business day.

### **FUNDS AVAILABILITY**

Our policy is to make the first \$200 in funds from an image of an item you submit through the Service available to you on the first (1<sup>st</sup>) business day we receive your deposit. The remainder of your funds will be available on the third (3<sup>rd</sup>) business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the third (3<sup>rd</sup>) business day, we will notify you after we receive your deposit. In the event that your account has had a returned item through mobile deposit longer hold times may apply to future deposits.

## REQUIREMENTS OF CHECKS TRANSMITTED

Prior to scanning the check, you must add your signature endorsement and your Credit Union account number to the back of the check, or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time.

You must provide the Credit Union a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signature(s), the paying bank's preprinted information, MICR encoded information, the name of the payee and the payment amount information.

You must also provide the Credit Union a complete, legible and accurate image of the back of the check showing your signature endorsement. You must also maintain a copy of the check for 75 days.

## DEPOSIT LIMITATIONS

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned.

The current individual item dollar limit is \$5,000 and the current daily dollar aggregate item limit is \$5,000. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

The following are examples of items **not** accepted for deposit through the Mobile Deposit service (this list is not exhaustive):

- Items made payable to a third party (i.e., any person or entity not a party to the account).
- Items displaying a "non-negotiable," "void" or similar notation or watermark.
- Items containing evidence of alteration or other indicators that call into question either the authenticity of the item or your authority to negotiate it.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are savings bonds.
- Post dated checks.
- Previously deposited checks or check images.
- Money orders.
- Traveler's checks.
- Amex Gift Cheques.
- Savings Bonds.
- Checks that require specific endorsements.
- Cash.

You may review your deposit status on the Mobile Deposit App. You will receive an email notification on whether the deposit was accepted or rejected.

## MEMBER RESPONSIBILITIES

You are solely responsible for:

- Transmitting to the Credit Union a complete, accurate and legible image of the front and back of the original check without any alteration.
- Paying any overdraft or non-sufficient fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.
- Ensuring the safekeeping or destruction of the original item for 75 days after the item has been scanned, transmitted and deposited electronically.

## MEMBER WARRANTIES

By using the Service, you represent and warrant that:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.

- You will comply with this Disclosure and Agreement and all applicable rules, laws and regulations. You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Credit Union from any loss, due in whole or in part, to the breach of this warranty provision.

**RETURNED DEPOSITS**

A returned deposit fee will be charged to the account to which the deposit was made or any account where funds are available. Regular return deposit fees will apply.

## Member Opt-In Terms and Conditions for Text/SMS Communication

Below are the Terms and Conditions that apply for text/SMS communication from Beehive Federal Credit Union:

- By opting-in you agree to be contacted by Beehive Federal Credit Union (Beehive FCU) through text/SMS communication regarding your account or loan question(s). Beehive FCU will not be using your phone number for marketing purposes at this time.
- Your wireless carrier's standard messaging rates may apply to text/SMS communication. Beehive FCU does not charge for this service.
- *An Active Mobile Device is required for this service.* You agree to notify Beehive FCU immediately if the wireless number you have provided above changes at any time. Beehive FCU will not be held responsible for information sent to a mobile number you have 1) provided incorrectly or 2) disconnected without notifying the credit union.
- By opting-in you represent that you are the wireless subscriber or customary user with respect to the wireless number(s) provided and that you have the authority to provide consent.
- You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information Beehive FCU will provide to you. You have sole responsibility for maintaining the safety, security and integrity of the Mobile Device you will use to send and receive text/SMS communication.
- Beehive FCU reserves the right to alter these terms and conditions as needed. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. We may discontinue this service at any time. We will determine in our sole discretion what information we make available through this service.
- You will never receive a text/SMS communication that asks you to send us any sensitive personal or financial information. *If you ever receive such a request for sensitive personal or financial information – such as your Social Security Number, account number, password, PIN number, or any other personal data—do not respond to the message and call a Beehive Federal Credit Union representative at 208-656-1000.*
- You may Opt-Out at any time by replying **STOP** to 208-547-5827.

## TRUTH-IN-SAVINGS DISCLOSURE

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									
ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	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	
Base Share Account	/	Quarterly	Quarterly	Quarterly (Calendar)	\$25.00	\$25.00	\$25.00	Daily Balance	Account transfer and withdrawal limitations apply.
Special Share Account	/	Quarterly	Quarterly	Quarterly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Market Share Account	\$2,499.99 or below / \$2,500.00 to \$4,999.99 / \$5,000.00 to \$24,999.99 / \$25,000.00 to \$49,999.99 / \$50,000.00 or greater /	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
IRA Savings Account	/	Quarterly	Quarterly	Quarterly (Calendar)	\$250.00	—	\$250.00	Daily Balance	Account transfer and withdrawal limitations apply.
Daily Account	/	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	—
Missionary Savings Account	/	Quarterly	Quarterly	Quarterly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Pocket Change Account	/	Quarterly	Quarterly	Quarterly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Medical Savings Account	/	Quarterly	Quarterly	Quarterly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Student Savings Account	\$1,500.00 or below / \$1,500.01 or greater / to	Quarterly	Quarterly	Quarterly (Calendar)	—	—	—	Daily Balance	Account limitations apply.
Share Draft Account	\$500.00 to \$1,000.00 / \$1,000.01 to \$10,000.00 / \$10,000.01 or greater /	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	—



<b>Better Than Free Account</b>	—	—	—	—	—	—	—	—	Account limitations apply.
<b>Medical Checking Account</b>	—	—	—	—	\$100.00	\$100.00	—	—	—
<b>Business Share Draft Account</b>	\$1,000.00 to \$10,000.00 / \$10,000.01 or greater /	Monthly	Monthly	Monthly (Calendar)	—	\$250.00	\$1,000.00	Daily Balance	—

#### 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 Base Share, Special Share, Market Share, IRA Savings, Missionary Savings, Pocket Change, Medical Savings, and Student Savings accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. For Daily, Share Draft, and Business Share Draft accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Market Share, Student Savings, Share Draft, and Business Share Draft accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For Market Share, Share Draft, and Business Share Draft 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. For Student Savings accounts, each dividend rate will apply only to that portion of the account balance within each balance range.

**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 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, you will not receive the accrued dividends.

**5. BALANCE INFORMATION —** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Base Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Base Share, Medical Checking, and Business Share Draft accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Fee Schedule. For Base Share, IRA Savings, and Business Share Draft 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 each day of the period, 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 principal in the account each day.

**6. ACCOUNT LIMITATIONS —** For Base Share, Special Share, Market Share, IRA Savings, Missionary Savings, Pocket Change, and Medical Savings 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. For Pocket Change accounts, deposits can only be made through the round-up program described in Section 9. For Student Savings accounts, the first day of the following quarter

when the account holder turns 27 years of age, funds will be transferred to the base share account. For Better Than Free accounts, you must have a savings account with a VISA Debit Card, be enrolled in Web Branch and opt-in to receive electronic statements. If qualifications are not met, your funds will be transferred to a regular Share Draft account. For Daily, Share Draft, Medical Checking, and Business Share Draft accounts, no account limitations apply.

**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 member has consented to overdraft protection plan for ATM and one-time debit card transactions), 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. You may consult the 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 Fee Schedule 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. 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.

**8. MISSIONARY SAVINGS ACCOUNT —** To be eligible for a Missionary Savings account, you must 1) have a Base Share account and; 2) be 20 years or younger. A parental guardian is required to be a joint owner on your

account. A maximum of \$100.00 must be made by transfer on the 1<sup>st</sup> of the month from a Beehive Federal Credit Union Share Draft account. You may not withdrawal funds from your account if you are under the age of 18, however your parental guardian may withdrawal at any time in person, at a branch location, or by mail. The maximum account balance is \$10,000.00. Additional deposits are not allowed once this balance has been reached. Funds from your Missionary Savings account will be transferred to your Base Savings account at end of the quarter following your 21<sup>st</sup> birthday and your account will be closed.

#### 9. POCKET CHANGE ACCOUNT —

**a.** We will round up the amount of any debit card purchases associated with your Share Draft account to the next whole dollar and transfer the excess amount from your Share Draft account to your Pocket Change account.

**b.** We will aggregate the rounded-up amounts from purchases that post to your Share Draft account each business day and make a single transfer at the end of the business day. If on a business day you do not have sufficient available funds in your Share Draft account or if any transaction has overdrawn your Share Draft account, the Credit Union will not round up purchases posted on that business day and will cancel the daily round-up transfer for that day.

**c.** If your debit card purchase is subsequently cancelled or reversed, such as a returned purchase, the corresponding daily round-up transfer will remain in your Pocket Change account. Credit transactions or adjustment transactions will not be rounded-up.

**d.** Intentionally manipulating transactions to increase the balance of the Pocket Change account outside of normal spending is prohibited. The Credit Union reserves the right to cancel or close the Pocket Change account at any time.

**10. 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                      \$25.00

Number of Shares Required                      1

**11. RATES —** The rates appearing with this Schedule are accurate as of the effective 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.

FEE SCHEDULE	
GENERAL FEES	
Account Closure	\$15.00 if account closed within six (6) months of being opened.
Account Reconciliation	\$12.00/Hour
Account Research	\$12.00/Hour
Certified Check	\$1.50/Check
Deposit Item Return	\$4.00/Item
Deposit Item Return Business	\$6.00
Items Sent for Collection	\$10.00/Item
Money Order	\$1.50/Money Order
NSF	\$21.00/Item
Returned Cancelled Checks Business	\$21.00/Month
Returned Cancelled Check Regular	\$21.00/Month
Returned Item	\$21.00/Item
Special Statement Mailing	\$1.00/Item
Stale Dated Checks	\$25.00/Year
Statement Copy	\$2.00/Copy
Stop Payment	\$20.00/Request
Wire Transfer (Outgoing)	\$15.00/Transfer
BASE SHARE ACCOUNT FEES	
Minimum Balance	\$2.00/Month, if minimum balance is not met
SHARE DRAFT ACCOUNT FEES	
Courtesy pay	\$5.00 if the account is negative \$50.00 or less \$21.00 if the account is negative \$50.01 or more
BUSINESS SHARE DRAFT ACCOUNT FEES	
Excessive Check Charge	\$0.10/Debit, for each over 20 per month
SAFE DEPOSIT BOX FEES	
3" x 5" Box	\$12.00/Year
3" x 10" Box	\$20.00/Year
5" x 10" Box	\$30.00/Year
Change of Locks	\$10.00
Drilling of Boxes	\$80.00
Lost Keys	\$10.00/Key

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency

## 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
<input type="checkbox"/> <b>Term Share Certificate</b>		Fixed Rate	<input type="checkbox"/> \$500.00 <input type="checkbox"/> \$10,000.00 <input type="checkbox"/> \$25,000.00 <input type="checkbox"/> \$50,000.00 <input type="checkbox"/> \$75,000.00	Quarterly	Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
6 Month	/								
12 Month	/								
18 Month	/								
24 Month	/								
36 Month	/								
48 Month	/								
<input type="checkbox"/> <b>IRA Term Share Certificate</b>		Fixed Rate	<input type="checkbox"/> \$500.00 <input type="checkbox"/> \$10,000.00 <input type="checkbox"/> \$25,000.00 <input type="checkbox"/> \$50,000.00 <input type="checkbox"/> \$75,000.00	Quarterly	Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
6 Month	/								
12 Month	/								
18 Month	/								
24 Month	/								
36 Month	/								
48 Month	/								
<input type="checkbox"/> <b>Bump-Up Share Certificate</b>		Variable Rate - Member has discretion	<input type="checkbox"/> \$500.00 <input type="checkbox"/> \$10,000.00 <input type="checkbox"/> \$25,000.00 <input type="checkbox"/> \$50,000.00 <input type="checkbox"/> \$75,000.00	Quarterly	Quarterly	Account's Term	Not Allowed		Automatic
18 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 Term Share Certificate and IRA Term Share Certificate accounts, the dividend rate and annual

percentage yield are fixed and will be in effect for the initial term of the account. During the term of your Bump-Up Share Certificate account(s), you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. Alternatively, you may transfer the balance in your Bump-Up Share Certificate account to another share certificate account without penalty. 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. 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.

**3. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends are stated in the Rate Schedule.



**4. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Base Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**5. ACCRUAL OF DIVIDENDS** — For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**6. 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. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below. Withdrawals of dividends are not subject to penalty.

**7. MATURITY** — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

**8. 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 less than 12 months	90 days' dividends
Terms of 12 months or longer	180 days' dividends

For Bump-Up Share Certificate accounts, the early withdrawal penalty will not apply when you exercise your option to transfer the balance in your Bump-Up Share Certificate account to another term share certificate account at one time during the term of your account.

**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:

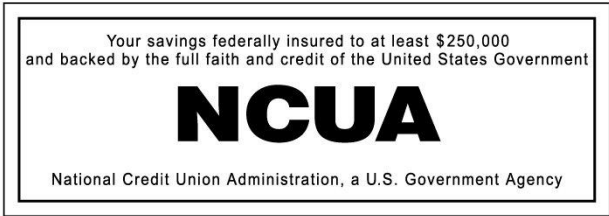
- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a 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.

**9. RENEWAL POLICY** — The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you will not have a grace period after maturity to withdraw funds without being charged an early withdrawal penalty. To avoid a withdrawal penalty, all withdrawals must be made on the maturity date.

**10. NONTRANSFERABLE/NONNEGOTIABLE** — Your account is nontransferable and nonnegotiable.

**11. 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	\$25.00
Number of Shares Required	1



# Application

<b>Married Applicants:</b> May apply for a separate account. <b>Individual Credit:</b> You must complete the <b>Applicant</b> section about yourself and the <b>Other</b> section about your spouse if: 1. you live in or the property pledged as collateral is located in a community property state (AK, AZ, CA, ID, LA, NM, NV, TX, WA, WI), 2. your spouse will use the account, or 3. you are relying on your spouse's income as a basis for repayment. If you are relying on income from alimony, child support, or separate maintenance, complete the <b>Other</b> section to the extent possible about the person on whose payments you are relying. <b>Joint Credit:</b> Each Applicant must <b>individually</b> complete the appropriate section below. If Co-Borrower is spouse of the Applicant, mark the Co-Applicant box. <b>Guarantor:</b> Complete the <b>Other</b> section if you are a guarantor on an account/loan.			
<input type="checkbox"/> <b>LOANLINER Account/Loan:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Joint <i>(Including ATM/Debit Card Access to the Account if Available)</i> Amount Requested \$ _____ Purpose/Collateral: _____ Repayment: <input type="checkbox"/> Payroll Deduction <input type="checkbox"/> Cash <input type="checkbox"/> Military Allotment <input type="checkbox"/> Automatic Payment			
<b>PAYMENT PROTECTION</b>		Are you interested in having your loan protected? <input type="checkbox"/> Yes <input type="checkbox"/> No If you answer "yes", the credit union will disclose the cost to protect your loan. The protection is voluntary and does not affect your loan approval. In order for your loan to be covered, you will need to sign a separate application that explains the terms and conditions.	
<b>APPLICANT</b>		<b>OTHER</b> <input type="checkbox"/> CO-APPLICANT <input type="checkbox"/> SPOUSE <input type="checkbox"/> OTHER	
NAME _____		NAME _____	
ACCOUNT NUMBER _____		ACCOUNT NUMBER _____	
SOCIAL SECURITY NUMBER _____	DRIVER'S LICENSE NUMBER/STATE _____	SOCIAL SECURITY NUMBER _____	DRIVER'S LICENSE NUMBER/STATE _____
AGES OF DEPENDENTS _____	EMAIL ADDRESS _____	AGES OF DEPENDENTS _____	EMAIL ADDRESS _____
BIRTH DATE _____	HOME PHONE _____	CELL PHONE _____	BUSINESS PHONE/EXT. _____
PRESENT ADDRESS (Street - City - State - Zip) _____		PRESENT ADDRESS (Street - City - State - Zip) _____	
<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE _____		<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE _____	
PREVIOUS ADDRESS (Street - City - State - Zip) _____		PREVIOUS ADDRESS (Street - City - State - Zip) _____	
<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE _____		<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE _____	
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)			
<b>EMPLOYMENT/INCOME</b>		<b>EMPLOYMENT/INCOME</b>	
NAME AND ADDRESS OF EMPLOYER _____		NAME AND ADDRESS OF EMPLOYER _____	
TITLE/GRADE _____	START DATE _____	HOURS AT WORK _____	
SUPERVISOR'S NAME _____	IF SELF EMPLOYED, TYPE OF BUSINESS _____		
NOTICE: ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.			
EMPLOYMENT INCOME		OTHER INCOME	
\$ _____ Per _____		\$ _____ Per _____	
<input type="checkbox"/> NET <input type="checkbox"/> GROSS		<input type="checkbox"/> NET <input type="checkbox"/> GROSS	
SOURCE _____		SOURCE _____	
MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO			
WHERE _____		ENDING/SEPARATION DATE _____	
PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS _____		STARTING DATE _____	
		ENDING DATE _____	
<b>REFERENCE</b>		<b>REFERENCE</b>	
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU _____		RELATIONSHIP _____	
		HOME PHONE _____	





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(208) 656-1000  
(800) 972-4483  
Fax: (208) 656-8585  
www.bhive.org

**LOANLINER.**

## Line of Credit Agreement

Product Name:

Loan Date:		Loan Number		Account Number		Credit Limit \$	
Borrower 1 Name and Address				Borrower 2 Name (and Address if different from Borrower 1)			

### Interest Rate and Interest Charges

Annual Percentage Rate (APR) for Cash Advances	
Paying Interest	You will be charged interest from the transaction date.

### Fees

Penalty Fees	
• Late Charge Fee	5.00% of payment amount
• Returned Payment Fee	\$5.00

**How We Will Calculate Your Balance:** We will use a balance computation method called daily balance. See your account Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account Agreement.

**Daily Periodic Rate:** The Daily Periodic Rate is %.

**Late Charge Fee:** If the payment is more than 15 days late, you will be charged 5.00% of the payment amount. The minimum fee will be \$10.00 and the maximum fee will be \$50.00.

**Returned Payment Fee:** If your payment is returned for insufficient funds you will be charged a fee of \$5.00.

**Minimum Payment:** The minimum payment will be 10.00% of the outstanding balance or \$25.00, whichever is greater. Advances will be made in increments of \$50.00.

**Collection Costs:** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and, if the amount you borrowed was greater than \$1,000.00, reasonable attorney's fees.

### LINE OF CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

This LOANLINER Line of Credit Agreement will be referred to as the "Agreement." "You," "your," and "borrower" mean any person who signs the Agreement. "We," "our," and "us" mean the Credit Union whose name appears on the Agreement or anyone to whom the Credit Union transfers its rights under the Agreement. The undersigned borrower(s) are jointly and severally applying for an open-end credit line to be used for personal, family, or household purposes, with the above Credit Union and agree to the terms of this Agreement.

**HOW THIS AGREEMENT WORKS** – We anticipate that, from time to time, you will borrow money under this Agreement. **We are not required to make advances to you under the Agreement and can refuse a request for an advance at any time.**

**CREDIT LIMIT** – If we establish a credit limit, it will be listed. You promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**PROMISE TO PAY** – You promise to repay all amounts you owe under the Agreement plus interest. You may pay the balance in full or in part at any time without prepayment penalty, except that the minimum periodic payments are required, regardless of any prepayments, as long as any balance exists. If you have a joint share and/or deposit account, you will be responsible for paying all overdraft advances obtained by a joint holder of the share and/or deposit account. Unless otherwise required by law, payments will be applied to amounts owed under the Agreement, in the manner the Credit Union chooses.

**AGREEMENT ACCESS** – You can obtain credit advances in any manner authorized by us. If we allow you to use your Debit card to access the Line of Credit, you may be liable for the unauthorized use of your Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in this Agreement. If the card is used to obtain unauthorized advances directly from the Line of Credit, your liability will not exceed \$50.00. If the unauthorized withdrawal is from a share draft account, your liability is governed by the Regulation E disclosures you received at the time you received your Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**FINANCE CHARGE** – The dollar amount you pay for money borrowed is called a “finance charge” and begins on the date of each advance. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made.

**SECURITY FOR AGREEMENT** – In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the Credit Union now and in the future. The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. 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 state or federal law if given as security. Property securing other loans you have with us may also secure this Agreement.

**DEFAULT** – You will be in default under this Line of Credit if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this Agreement or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

**ACTIONS AFTER DEFAULT** – The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia, Wisconsin and state chartered credit unions lending to South Carolina borrowers:

When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Agreement without giving you advance notice.

**The following paragraph applies to borrowers in all other states and to federally chartered credit unions lending to South Carolina borrowers:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Agreement. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

**The following paragraph applies to all borrowers:** If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid, at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum. If a demand for immediate payment has been made, your shares and/or deposits can be applied towards what you owe as provided in the Section above called “Security”. We can also exercise any other rights given by law when you are in default, and any rights we have under any Security Agreements you have with us.

**AGREEMENT CHANGES/TERMINATION** – We may change the periodic rate(s) or otherwise amend this Agreement, at any time for any reason not prohibited by law. We may terminate this Agreement upon adverse reevaluation of your creditworthiness, upon failure to satisfy the terms of this Agreement or at the option of you or of us with good cause. Action taken under this paragraph shall not affect the obligations of the undersigned or any other obligor.

**JOINT ACCOUNTS** – If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Agreement against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Any joint account holder may terminate the Agreement by giving us prior written notice. If any of you terminate the Agreement, the Agreement is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

**VOLUNTARY PAYMENT PROTECTION** – We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

**WAIVER** – We can delay or waive enforcing any of our rights under this Agreement, including your obligation to make timely payments, without losing our right to enforce the terms of the Agreement at a later time. If the law makes any term(s) of the Agreement unenforceable, the other terms will remain in effect. We can enforce this Agreement against your heirs or legal representatives.

**UPDATING CREDIT INFORMATION** – You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information.

**NOTICES** – Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.



## SIGNATURES

1. You have received and read the LOANLINER Line of Credit Agreement ("Agreement"). By signing below, you agree to be bound by the terms of the Agreement.
2. **You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure what you owe under the LOANLINER Line of Credit Agreement.** When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits.

X

(SEAL)

BORROWER 1 SIGNATURE

DATE

X

(SEAL)

BORROWER 2 SIGNATURE

DATE

## YOUR BILLING RIGHTS — KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find a Mistake on Your Statement** – If you think there is an error on your statement, write to us at the address listed on your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter** – When we receive your letter, we must do two things: (1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error; (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen: (1) **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount; (2) **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases** – If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true: (1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.); (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; (3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at the address listed on your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.