

# SHARE ACCOUNT AGREEMENT TERMS AND CONDITIONS OF YOUR SHARE ACCOUNT



Dear Credit Union Member:

This share account agreement contains the terms and conditions which govern your share account(s) with us. As used herein, the term “Agreement” means all terms and conditions contained in our new member kit, the membership application, the Fee Schedule, the Rate Schedule, the Share Account Agreement, the Truth-In-Savings Disclosure, the Electronic Funds Transfer Agreement And Disclosure Statement, the Funds Availability Policy Disclosure, and the Privacy Policy as the same may be amended from time to time, and to the extent all or some of the aforementioned documents apply to or govern the use of your share account with us. By signing a membership application, you acknowledge receipt of the Agreement and agree to the terms set forth in the Agreement, as amended from time to time. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes plural and the plural includes singular. For your information, refer to the separate schedule of dividend rates, methods, and qualifying balances and charges. Please read this Agreement and separate schedule carefully. Continued use of your account with us after receipt of this Agreement means you agree to these rules, you agree to pay the fees listed, and you give us the right to collect the fees, as earned directly from the account balance. If you have any questions, please contact us.

Much of our relationship with our share members is regulated by state and federal law, as well as our code and amendments to our code, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfers, the law regarding truth-in-savings and the law regarding availability of deposited funds. This body of law is too large and complex to be reproduced here and is subject to change by action of the Board of Directors and the government.

The purpose of this Agreement is to:

- (1) summarize the rules applicable to the more common transactions.
- (2) establish rules to govern transactions or circumstances which the law does not regulate and;
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

As used in this Agreement, the word “we” means the financial institution and the word “you” means the account holder. Wherever the term “losses” is stated herein, “loss” shall be defined as actual out-of-pocket loss, unless otherwise provided for by regulations.

**DEPOSITS** – Any non-cash item deposited to this account (including items drawn “on us”) will be given provisional credit only until collection of the item is final. We are not responsible for transactions initiated by mail or outside depositories until we actually record them. All transactions received after our “daily cut-off time” on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

**WITHDRAWALS – GENERALLY** – Unless clearly indicated to the contrary, anyone who signs in the space designated for Signatures on the membership application may withdraw or transfer all or any part of the account balance at any time. Each of you authorizes each other person signing the membership application to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is greater in number than the frequency permitted, or which is for an amount less than any minimum withdrawal denomination. Even if we honor a non-conforming request, repeated abuse of the stated limitations (if any) may eventually force us to close your account. We will use the date a transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. Withdrawals will first be made from collected funds and we may, unless prohibited by law or our policy set forth in this Agreement, refuse any withdrawal request against uncollected funds even if our general practice is to the contrary.

We reserve the right to, at any time, require not less than 7 days notice in writing before each withdrawal from a dividend-bearing account other than time shares.

**DIVIDENDS OR ACCOUNT EARNINGS** – By law we are prohibited from guaranteeing the payment of dividends or any account earnings, or guaranteeing that those payments will be at the contracted rate. We must base our payments to you on the money we actually earn and that is available for distribution at the end of a dividends or earnings period. The rate and method we use to calculate dividends or earnings may change from time to time. Please ask us for our separate Truth-In-Savings Disclosure, Rate Schedule and Fee Schedule for dividend rates, methods, qualifying balances and charges. Please feel free to ask us about our payment record.

**LIABILITY** – Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges directly from your account balance as accrued. You also agree to pay such additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another person authorized to withdraw from this account, together with the costs we incur to collect the deficit including, to the extent permitted by law, reasonable fees of our attorneys.

**TYPES OF ACCOUNTS** – As a credit union member, you may take advantage of several different accounts to help you manage your money and increase your savings. Here are descriptions of some of the most popular:

**Share Savings Account** – A share savings account is like a statement or passbook savings account allowing you to earn a very competitive dividend rate on your money. Your membership will terminate if you withdraw all of your shares.

**Share Draft Checking Account** – Shares may be withdrawn from this account by using a share draft check, debit card, preauthorized ACH, Internet HomeBanking or over-the-counter withdrawal. A share draft checking account is very similar to a checking account; it affords you the convenience of having easy access to your funds. Check the separate schedule for the types of share draft checking accounts available, the dividends you may earn, and applicable fees.

**Share Certificate Account** – This type of account is represented by a share certificate which we will issue to you when you deposit these funds. At the end of the term we will pay you the principle amount you deposited. Dividends or account earnings, as provided on the certificate will be paid monthly. If you withdraw all or part of your funds from this account before the share certificate is mature, we may charge you an early withdrawal penalty. We will tell you how we will calculate the penalty (if at all) when we issue you a share certificate.

*Any account at this credit union having a minimum balance requirement may earn dividends at a different rate on that portion of the balance that is below the*

*minimum balance requirement. See also **DIVIDENDS OR ACCOUNT EARNINGS** above.*

**MEMBERSHIP RIGHTS** – A credit union is owned and controlled by its members. Upon qualifying as a member, you have the right to save money, receive dividends on shares, borrow money (subject to credit approval) and cast a ballot to vote (age 18 and over). As a member, you are entitled to one vote, no matter how many shares you own. Shares may be issued in the name of an individual or in a number of other ways (e.g. jointly, in trust, or in the name of a minor).

**LOSS OF MEMBERSHIP RIGHTS** – It's seldom that a member causes a loss to a credit union and GenFed members are especially good at repaying money which the credit union loaned to them in good faith.

Occasionally, however, some members do not repay their obligations or otherwise cause a loss to your credit union. When that happens, good sense tells us that it isn't reasonable for your credit union to continue to spend money providing services to members who caused a loss. Therefore, the Board of Directors established the following policy:

“Any member causing a loss to the credit union will be denied all credit union services.” Only for just cause, members may be re-qualified by management to receive services.

We encourage members who face financial crisis to contact the credit union as soon as possible.

Additionally, the credit union has the authority to terminate the membership of, or some or all services to, a member of the credit union, if the member causes a loss, commits fraud or similar misdeed, engages in inappropriate behavior involving another person associated with the credit union, or conduct detrimental to the credit union.

Bankruptcy is never a simple, easy answer. Bankruptcy is an embarrassing, stressful experience which results in the attorney earning a fee and the bankrupt person facing many years of difficulty in obtaining credit and paying a very high interest rate when, and if, credit is available.

GenFed can often help members restructure payments and keep or improve their credit history. We have options to help you with any financial problems you might have. Contact us for help.

## **TYPES OF OWNERSHIP**

**JOINT TENANTS NO SURVIVORSHIP ACCOUNT** – This account is owned by two or more individuals as tenants in common and none of the account owners intend (by merely opening this account) to create any survivorship rights to any other person. One joint owner may make changes without the consent of other joint owners.

**JOINT TENANTS WITH SURVIVORSHIP ACCOUNT** – If two or more of you create such an account, you own the account jointly with the right of survivorship and funds deposited to the account are subject to the withdrawal or receipt by any of the joint owners. One joint owner may make changes without the consent of other joint owners.

Keep in mind that a joint tenant, designated by a member, cannot vote, borrow money, or hold office, unless such tenant is within the field of membership and is also a qualified member.

**SINGLE OWNERSHIP ACCOUNT** – This account is owned by only the person creating the account.

**PAYABLE ON DEATH ACCOUNT** – This is an account for which the owner or owners has designated one or more beneficiaries to whom the account proceeds will be paid if the account owner dies or is declared incompetent. The account owner reserves the right to change beneficiaries at any time by providing written notice to the credit union in a designated form.

**NON-PERSONAL ACCOUNT ISSUED IN THE NAME OF . . .** – We may require you, as a representative of this organization, to provide us with a separate authorization telling us who may act on its behalf. We will honor it until we receive notice of a change from the governing body of the legal entity you list on the front side. If the account is owned by a partnership, you each certify that you are general partners.

**ESCHEAT** – After the period of time designated by the State of Ohio, currently five years of no activity by you on your share draft checking, savings, or “money market” account, such as making a deposit or withdrawal, writing to us about your account or having other known contact with us, law requires us to transfer the balance of the inactive account to the State of Ohio.

**STOP-PAYMENTS** – To be effective, a stop-payment order must be received in time to give us reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item and the payee. We will honor a stop-payment request by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such other person has equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment. A verbal stop payment request is good for 30 days. A written request is good for six months. You must sign and return our ‘Stop Payment’ request form for the request to extend past the initial 30 days. You may sign up for an additional six months after the initial request expires.

**TELEPHONE TRANSFERS** – A transfer of funds from this account to another account with us, by telephone, if otherwise permitted or arranged for, may be made by the same person and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions are shown elsewhere in this Agreement.

**AMENDMENTS AND TERMINATION** – We may amend any term of this agreement from time to time by giving reasonable notice to you. Reasonable notice may consist of posting notice of such changes in our building for a reasonable period of time, enclosing notice in the statement of this account, or separate notice by mail. We may also close this account at any time upon reasonable notice to you and tender of the account personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS** – If you do not notify us of an unauthorized signature or alteration within a reasonable time (not to exceed 14 days) after we send or make available to you your statement and items: (1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure and, (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. We lose this protection if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 60 days of when we send, or make available to you, the statement and items. You must also report any other account problem (e.g. erroneous statement entry, missing signature, unauthorized endorsement, etc.) within this 60-day period or lose your right to assert the problem against us.

**ACCOUNT TRANSFER** – Accounts may be transferred or assigned only on the books of the credit union with our prior written consent.

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

**ENFORCEMENT OF STATUTORY LIEN** – We have the power to impress and enforce a lien upon your shares and dividends to the extent of any outstanding financial obligation of any kind made to you and dues or charges that you owe us. We may enforce the lien on your shares and dividends by applying those funds directly to any outstanding indebtedness, which may include unpaid loan balances together with interest fees and other charges or other types of fees and charges. We may exercise these rights without obtaining a court judgment and as otherwise permitted by law.

The enforcement of statutory lien does not apply to the account if: (a) it is an IRA or tax-deferred retirement account; or (b) the debt is created by a consumer

credit transaction under a credit card plan in which shares have not been pledged; or (c) the debtor's right of withdrawal only arises in a representative capacity.

**BUSINESS ACCOUNTS** – We reserve the right to periodically review business accounts and adjust their fees based on account activity.

**DORMANCY** - When you haven't had any activity, other than dividends, on your account in a year, no withdrawals (checks, ATM, or electronic transactions) will be allowed until we hear from you. You may contact your local branch by phone or in person to reactivate your account. This is to help protect your account from unauthorized transactions.

**OTHER TERMS AND CONDITIONS** – Statutory Lien or setoff; expenses (garnishment and bankruptcy orders and holds on account); joint ownership accounts; trust accounts; payable on death accounts; retirement accounts; uniform transfer to minor act accounts; sole proprietorship accounts; escrow and custodial accounts; corporation accounts; not for profit corporation accounts; voluntary association accounts; partnership accounts; public unit accounts; powers of attorney (guardianship orders); tax disclosures and certifications; Uniform Commercial Code variances; amendments; reliance on signature cards; change of address; incorporations of other documents by reference, such as expedited funds availability policies, service charges schedules or electronic banking disclosures; ability to suspend services; and operational matters (stop payment orders-verbal and written, satisfactory identification, refusal of deposits not in proper form, wire transfers, stale check deposits, availability of periodic statements or passbook features).

**ATM SAFETY TIPS** - Please remember the following tips when you use an ATM: • Be sure you are in a well-lighted area. If someone in the area looks suspicious, choose another ATM in a safer location. • Have your transaction ready before going to the ATM. Fill out your deposit slip and place in an envelope and seal it before you arrive at the ATM. • Have your debit card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing at the ATM. • Do not fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area once. • Stand between the ATM and people waiting to use the machine, so others cannot see you enter your PIN and perform your transaction. • Put your money and acknowledgment away before leaving the ATM.

## TRUTH-IN-SAVINGS DISCLOSURE OF ACCOUNT TERMS



### PRIMARY SHARE ACCOUNT

**Variable Rate Account:** Your dividend rate and annual percentage yield may change.

**Determination of Rate:** At the discretion of the Board of Directors, we may change the dividend rate on your account.

**Frequency of Rate Changes:** We may change the dividend rate on your account at any time without limitation.

**Compounding and Crediting:** Dividends will be compounded quarterly and credited to your account quarterly.

You must deposit \$5.00 to open this account.

Monthly service fees may be imposed if the balance in the account falls below the minimum. See Fee Schedule for monthly service fees and balance requirements.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

We use the average daily balance method to calculate the dividend on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the ending day balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

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

**Transaction Limitations:** During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee per item or the transfer will be denied.

**Bylaw Requirements:** A member who fails to complete payment of one share within 6 months of admission to membership, or a member who reduces the share balance below the par value of one share and does not increase the balance to at least the par value of one share within 6 months of the reduction, may be terminated from membership. Shares may only be transferred from one member to another by an instrument in a form as the credit union may prescribe. Such transfer will carry dividend credits with it. Money paid in on shares or installments of shares may be withdrawn as provided in these bylaws or regulations on any day when payment on shares may be made; provided, however, that the credit union has the right, at any time, to require members to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts paid in by them. No member may withdraw share holdings that are pledged as security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the credit union. The credit union may determine that, if shares are paid in under an accumulated payroll deduction plan as prescribed in the Accounting Manual for Federal Credit Unions, they may not be withdrawn until credited to members' accounts. No member may withdraw any shareholdings below the amount of the member's primary or contingent liability to the credit union if the member is delinquent as a borrower, or if borrowers for whom the member is comaker, endorser, or guarantor are delinquent, without the written approval of the credit committee or a loan officer.

**Par Value of Shares; Dividend:** The par value of a regular share in this credit union is \$5.00. The dividend period of the credit union is quarterly.

**American Share Insurance:** American Share Insurance insures each account up to \$250,000. Excess Share Insurance Corporation provides up to an additional \$250,000 of insurance per account. By members' choice, this institution is not federally insured. **MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT-SPONSORED AGENCY.**

**Other Terms and Conditions:** See Share Account Agreement including Statutory Lien information.

### AUXILIARY SHARE ACCOUNT

**Variable Rate Account:** Your dividend rate and annual percentage yield may change.

**Determination of Rate:** At the discretion of the Board of Directors, we may change the dividend rate on your account.

**Frequency of Rate Changes:** We may change the dividend rate on your account at any time without limitation.

**Compounding and Crediting:** Dividends will be compounded quarterly and credited to your account quarterly.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

We use the average daily balance method to calculate the dividend on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the ending day balance in the account for each day of the period and dividing that

figure by the number of days in the period.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

**Bylaw requirements in auxiliary shares:** See bylaw requirements in primary share account.

### MONEY MARKET SAVINGS ACCOUNT

**Variable Rate Account:** Your dividend rate and annual percentage yield may change.

**Determination of Rate:** At the discretion of the Board of Directors, we may change the dividend rate on your account.

**Frequency of Rate Changes:** We may change the dividend rate on your account at any time without limitation.

**Compounding and Crediting:** Dividends will be compounded monthly and credited to your account monthly. All other dividend periods will follow this same pattern.

Dividends are paid if the average daily balance meets the minimum requirements. See disclosure rate sheet for details

Six withdrawal transfers permitted monthly. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee per item or the transfer will be denied. See fee schedule.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

We use the average daily balance method to calculate the dividend on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the ending day balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

**Bylaw requirements in money market savings:** See bylaw requirements in primary share account.

- Checks clear in check number order and on the day they are presented.

### NO FEE JUMBO MONEY MARKET SAVINGS

**Variable Rate Account:** Your dividend rate and annual percentage yield may change.

**Determination of Rate:** At the discretion of the Board of Directors, we may change the dividend rate on your account.

**Frequency of Rate Changes:** We may change the dividend rate on your account at any time without limitation.

**Compounding and Crediting:** Dividends will be compounded monthly and credited to your account monthly. All other dividend periods will follow this same pattern.

Dividends are paid if the average daily balance meets the minimum requirements. See disclosure rate sheet for details

Six withdrawal transfers permitted monthly. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee per item or the transfer will be denied. See fee schedule.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

We use the average daily balance method to calculate the dividend on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the ending day balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

**Bylaw requirements in money market savings:** See bylaw requirements in primary share account.

- Checks clear in check number order and on the day they are presented.

### BUSINESS SHARE DRAFT CHECKING ACCOUNT

You must deposit \$50.00 to open this account.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

A monthly service fee may be imposed. See Fee Schedule for service fee.

**Bylaw requirements in business share draft checking:** See bylaw requirements in primary share account.

- Checks clear in check number order and on the day they are presented.

### FREE SHARE DRAFT CHECKING ACCOUNT

You must deposit \$50.00 to open this account.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

**Bylaw requirements in share draft checking:** See bylaw requirements in primary share account.

- Checks clear in check number order and on the day they are presented.

### DIVIDEND SHARE DRAFT CHECKING ACCOUNT

You must deposit \$50.00 to open this account.

**Variable Rate Account:** Your dividend rate and annual percentage yield may change.

**Determination of Rate:** At the discretion of the Board of Directors, we may change the dividend rate on your account.

**Frequency of Rate Changes:** We may change the dividend rate on your account at any time without limitation.

**Compounding and Crediting:** Dividends will be compounded monthly and credited to your account monthly.

Monthly service fees may be imposed if the balance in the account falls below \$1500.00 any day of the month. See Fee Schedule for service fee.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

We use the average daily balance method to calculate the dividend on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the ending day balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid



if the account is closed prior to the dividend being credited.

**Bylaw requirements in dividend share draft checking:** See bylaw requirements in primary share account.

- Checks clear in check number order and on the day they are presented.

### 12 MONTH TO 60 MONTH IRA TERM SHARE ACCOUNT

**Fixed Rate Account:** Dividends will be compounded monthly and credited to your account monthly.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

You must deposit \$1,000.00 to open this account.

You must maintain a minimum balance of \$1,000.00 in the account each day to receive the disclosed annual percentage yield.

Additional deposits are not permitted on accounts until maturity.

If you withdraw any of the principal before the maturity date, you will be charged a penalty. The penalty on the amount withdrawn will be a loss of interest, whether earned or not, as follows:

<b>TERM</b>	<b>PENALTY</b>
Less than 1 year:	91 days of dividends
1 year to less than 2 years	183 days of dividends
2 year to less than 3 years	274 days of dividends
3 year to less than 4 years	365 days of dividends
4 year to less than 5 years	456 days of dividends
5 years and over	545 days of dividends

If the account drops below \$1,000.00, the entire balance shall be subject to the penalty and the dividend rate reduced to the primary share account rate.

No IRS penalty will be assessed once the account holder reaches the age of 59 1/2, is disabled (as defined in the 26 U.S.C. Section 72[m][7]) or in the event that the owner dies or is adjudicated incompetent.

This account will automatically renew at maturity. You will have seven calendar days after the maturity date to withdraw funds without penalty.

Dividends will not be earned during the grace period if funds are withdrawn during the grace period.

We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account on the day of payment or maturity.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

A service fee will be imposed if the IRA relationship with GenFed CU is terminated before age 59 1/2. See Fee Schedule.

**Bylaw requirements in IRA term shares:** See bylaw requirements in primary share account.

### IRA SHARE ACCOUNT

**Variable Rate Account:** Your dividend rate and annual percentage yield may change.

**Determination of Rate:** At the discretion of the Board of Directors, we may change the dividend rate on your account.

**Frequency of Rate Changes:** We may change the dividend rate on your account at any time without limitation.

**Compounding and Crediting:** Dividends will be compounded quarterly and credited to your account quarterly. All other dividend periods will follow this same pattern.

You must deposit \$100.00 to open this account.

No IRS penalty will be assessed once the account holder reaches the age of 59 1/2, is disabled (as defined in the 26 U.S.C. Section 72[m][7]) or in the event that the owner dies or is adjudicated incompetent.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the account.

We use the average daily balance method to calculate the dividend on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the ending day balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

A service fee will be imposed if the IRA relationship with GenFed CU is terminated before age 59 1/2. See Fee Schedule.

**Bylaw requirements in IRA money market:** See bylaw requirements in primary share account.

### 3 MONTH TO 60 MONTH SHARE CERTIFICATE ACCOUNT

**Fixed Rate Account:** Dividends will be compounded and credited to your account monthly.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

You must deposit \$1,000.00 to open this account.

You must maintain a minimum balance of \$1,000.00 in the account each day to receive the disclosed annual percentage yield.

Additional deposits are not permitted on accounts until maturity.

If you withdraw any of the principal before the maturity date, you will be charged a penalty. The penalty on the amount withdrawn will be a loss of interest, whether earned or not, as follows:

<b>TERM</b>	<b>PENALTY</b>
Less than 1 year:	91 days of dividends
1 year to less than 2 years	183 days of dividends
2 year to less than 3 years	274 days of dividends
3 year to less than 4 years	365 days of dividends
4 year to less than 5 years	456 days of dividends
5 years and over	545 days of dividends

If the account drops below \$1,000.00 the entire balance shall be subject to the penalty AND the certificate closed.

This account will automatically renew at maturity. You will have seven calendar days after the maturity date to withdraw funds without penalty.

Dividends will not be earned during the grace period if funds are withdrawn during the grace period.

We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account on the day of payment or maturity.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

**Bylaw requirements in share certificates:** See bylaw requirements in primary share account.

### HSA - HEALTH SAVINGS ACCOUNTS

**Variable Rate Account:** Your dividend rate and annual percentage yield may change.

**Determination of Rate:** At the discretion of the Board of Directors, we may change the dividend rate on your account.

**Frequency of Rate Changes:** We may change the dividend rate on your account at any time without limitation.

**Compounding and Crediting:** Dividends will be compounded quarterly and credited to your account quarterly. All other dividend periods will follow this same pattern.

You must maintain \$100 to earn dividends on this account.

Checks clear in check number order and on the day they are presented.

We reserve the right to require at least 7 days notice prior to withdrawal or transfer of any funds from the accounts.

We use the average daily balance method to calculate the dividend on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the ending day balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends begin to accrue on the business day you deposit cash and noncash items (for example, checks). Dividends accrued but uncredited will not be paid if the account is closed prior to the dividend being credited.

HSA owner is establishing the health savings account and that they are qualified to do so.

Bylaw requirements for HSA: see bylaw requirements in primary share account.

- Checks clear in check number order and on the day they are presented.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT



This Agreement and Disclosure Statement applies to you, and you agree to be bound by it, if:

- You have applied for, accepted, or used a debit card.
- You have authorized automatic deposits (such as direct deposit of your paycheck or Social Security check) or payments (such as automatic payment of your life insurance premium) to or from your account.
- You have authorized a one-time electronic fund transfer from your share or share draft account by using the information from your share draft to initiate a funds transfer.

You agree that GenFed is authorized to make all deposits, withdrawals, transfers and payments to or from your account including electronic fund transfers. All electronic fund transfers are subject to the provisions on your account signature card and any other agreement which is applicable to your account.

Electronic fund transfers made by a consumer are governed by the Electronic Fund Transfer Act of 1978. The Act requires us to provide you with the following information. The terms and conditions listed below become part of our Agreement with you for electronic fund transfer and Check Guarantee services.

### BUSINESS DAYS DEFINED

GenFed's business days are Monday through Friday, except holidays. Hours of business are posted at each branch location.

We do our best to keep our ATM's in good working order and operating 24 hours a day, seven days a week, but you must understand telephone lines, routine maintenance, or inspection and repair could result in closure. We will try our best to minimize inconvenience to you.

### TYPES OF DEBIT CARD TRANSACTIONS AVAILABLE AND CASH LIMITATIONS

You can use your debit card at authorized automated teller machines (ATMs) and merchants.

Your card only has access to the account or accounts which you designate when you apply for your card. The share draft checking account will be designated as your primary account. If you wish to change the accounts which you have access to with your card, or if you wish to add an account to your card, please contact your GenFed office.

If you are using your card at an ATM, you can:

- Check your designated account balance(s).
- Withdraw an amount up to your available balance but not more than \$500.00 each day with your card.
- Transfer funds between your designated accounts, if you have designated two or more accounts on your card.
- Make deposits to your designated account(s) up to \$3,000 per day. A hold for uncollected funds may be placed on funds deposited by check, cash, or similar instrument. The delay, if any, will not exceed the period of time permitted by law. All deposits will be credited to your account, subject to any hold as described above and subject to verifications of amount on the date of deposit, or if the deposit is made after 3:00 PM in a branch it will be credited on the following business day.
- Not all transactions are available at all ATMs.

You can purchase products using point-of-sale terminals at selected retail locations, and the amount of the purchase will be automatically deducted from your primary account. The maximum amount you can purchase is \$2,500, not including ATM withdrawals.

### CHARGES

All charges, regulations, rules and agreements governing the GenFed Financial Credit Union checking and savings programs set out in our Fee Schedule, as amended from time to time, apply to these services and are incorporated by reference into this agreement.

Other charges may apply at non-GenFed automated teller machines. See our current Fee Schedule for additional information.

## DOCUMENTATION OF TRANSFER

You will receive an acknowledgment of transfer slip at the time you make any transfer to or from your account(s) at an ATM or other machine. All cash withdrawals, deposits and transfers at an ATM are subject to verification by GenFed.

You will receive a monthly account statement showing all electronic fund transfers unless there are no transfers in a particular month, in which event you will receive a statement at least quarterly.

## CUSTOMER LIABILITY

Advise GenFed AT ONCE if you believe your debit card or PIN has been lost or stolen. Telephoning is the best way to advise us and keep your possible losses down. If you fail to advise us, you could lose all the money in your account plus your maximum amount overdraft protection available (if applicable). If you believe your debit card or PIN has been lost or stolen and tell us within two business days after you learn of the loss or theft you can lose no more than \$50.00. If you do not tell us within two business days after you learn of the loss or theft of your debit card or PIN, and we can prove we could have stopped someone from using your debit card or PIN 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, call or write the Error Resolution Department at GenFed at once. If you do not tell us within 60 days after the statement was mailed to you, and we can prove that we could have stopped someone from taking the money, had you told us in time, you may not get back any of the money you lost after the 60 days.

If a good reason (such as a long trip or a hospital stay) kept you from notifying GenFed we may extend the time periods.

If the account is a joint account, each of you, separately, and both of you together are responsible for complying with this agreement (called "joint and several liability"). You are also authorizing the other account holders to use your PIN for ATM service.

If you believe your ATM card or Personal Identification Number (PIN) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write your local branch Error Resolution Department IMMEDIATELY using the branch/error resolution contact info at the end of this document.

For reporting a lost or stolen card after hours please call 800.523.4175.

GenFed is not responsible for and will not investigate or refund money for transactions that you authorize and initiate, even if you were fraudulently induced to make the payment or made the payment by mistake.

## USE OF YOUR DEBIT CARD AND PERSONAL IDENTIFICATION NUMBER

You will receive your own Personal Identification Number (PIN) to be used with your debit card. Both a debit card and a PIN must be used each time you access your account from an ATM or as a PIN transaction at a merchant. It is your responsibility to keep your debit card and PIN secure to insure privacy and protection of your account(s) and the ATM system. Here are some simple rules to follow to help protect yourself from unauthorized use of your debit card:

- Never write your PIN on your debit card or any other material carried near or with your card.
- Keep your debit card in a safe place and do not permit any unauthorized person to use it.
- Do not tell any unauthorized person your PIN or otherwise make it available to anyone else.
- Never let anyone else use your debit card.
- Notify GenFed immediately if your debit card or PIN is lost or stolen.

You agree that you will return your debit card to GenFed if you close your account, or if your electronic funds transfer privileges are revoked, or upon GenFed's request.

Failure to comply with the above conditions may result in the immediate cancellation of your debit card service.

## DIRECT DEPOSIT AND PRE-AUTHORIZED TRANSFER CUSTOMERS ONLY

• If you have arranged for a direct deposit to be made to your account, you can call your branch on any business day (or FREDI at 800.850.5451 or check HomeBanking at [www.genfed.com](http://www.genfed.com), anytime 24 hours a day) to find out whether or not the deposit has been made.

• Right to stop payment and procedures for doing so. If you have told us in advance to make your regular payments out of your account, you can stop any of these payments. Here's how:

**Call or write your local branch Error Resolution Department using the branch/error resolution contact info at the end of this document** in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. We will charge you a fee for each stop payment order you give. See our current Fee Schedule.

• Notice of varying amounts.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

• Liability for failure to stop payment of pre-authorized transfer.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## MONEY MARKET AND SAVINGS ACCOUNT TRANSFERS

Number of Transfers -The number of pre-authorized automatic transfers and telephone transfers from savings and Money Market Investment Accounts is limited by Federal regulation. A total of six pre-authorized automatic transfers, telephone transfers, and checks are allowed per month. There is no limitation on the number of pre-authorized and telephone transfers to savings and Money Market Investment Accounts if from a checking account. If transfer limitations are exceeded, a fee may be imposed in accordance with the Credit Union's Fee Schedule or the transfer may be denied/returned.

## IN CASE OR ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (All EFT Customers)

Call or write the Error Resolution Department at write the local branch Error Resolution Department using the branch/error resolution contact info at the end of this document as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your issue or question in writing within 10 business days.

We will tell you the results of our investigation within 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 issue or question. If we decide to do this, we will credit your account within 10\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your issue or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. 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 10 business days.

\*\* 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 transaction, or notice of an error involving a transaction initiated outside the U.S. and its possessions and territories, we will have 90 days instead of 45 to investigate.

### GENFED'S FAILURE TO MAKE TRANSFERS

If GenFed does not complete an electronic funds transfer to or from your account on time or in the correct amount according to its agreement with you, GenFed will be liable for your losses or damages. However, there are some exceptions GenFed will not be liable for, for instance:

- If, through no fault of GenFed, you do not have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit on your overdraft protection account(s), if you have one.
- If the automated teller machine or point-of-sale machine you are using or any other part of the electronic funds transfer system was not working properly, and you knew about the breakdown before you started the transfer.
- If the ATM is not functioning properly and your card was not returned to you at completion or cancellation of your transaction.
- If the ATM where you are making the transfer does not have enough cash.
- If GenFed has received a legal order prohibiting it from allowing any withdrawals from your account.
- If your debit card or PIN were reported lost or stolen.
- If we receive incorrect or incomplete information from an automated clearing house, the U.S. Treasury or another party.
- If you have closed your account.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that GenFed has taken.
- If GenFed's failure to complete the transfer is done to protect the security of your account or our ATM systems.

### DISCLOSURE OF ACCOUNT INFORMATION TO OTHERS

We will disclose information to third parties about your account(s) or the electronic funds transfers you make only under the following conditions:

- Where it is necessary for completing transfers
- In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant.
- In order to comply with government agency or court orders, or any other legal process, or requests from bank regulatory agencies in the course of examination.
- To assist in the investigation of any transaction performed at an ATM within the network system of point-of-sale terminals.
- If you give us written permission.

All statistical, financial, nonpublic, personal information relating to the credit union's members or business of the credit union is confidential and will be kept in the strictest confidence by GenFed Financial Credit Union and its employees and such information may only be used for any credit union business purpose.

### TERMINATION OR CHANGE OF TERMS AND CONDITIONS

GenFed may revoke your electronic funds transfer privileges at any time without notice, cause, or liability to you and without affecting your outstanding obligations under this Agreement.

We may change this agreement by mailing a written notice to your address (as it appears on our records) or by electronic notice if you have chosen that option or by statement notice at least 21 days before the change becomes effective, except that prior notice may not be given to you if an immediate change is necessary to maintain the security of your account for the electronic funds transfer system.

### ELECTRONIC FUNDS TRANSFER UCC4A & REG J DISCLOSURE

**Uniform Commercial Code Article 4A and Other Agreements.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of 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. You may be provided with a separate document providing details about certain types of electronic funds transfer transactions available on your account. Any provisions in such documents purporting to limit your liability for unauthorized transactions, imposing liability on us for failing to stop a preauthorized electronic funds payment and imposing duties on us in the case of billing errors are not applicable to your account.

**Fedwire Transactions.** We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J

**Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of Authorized Persons must be present before we will execute the transfer.

**Right to Refuse to Make Transfer/Limitation of Liability.** 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.

**No Notice Required.** We will not provide you with next day notice of ACH, 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.

**Interest payments.** If we are required by law to pay interest to you, you agree that the rate of interest shall be the lowest available nominal dividend or interest rate paid on accounts during the time interest payments are required.

**Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account.

**Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request.

**Identifying Information.** 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 other identifying number even if the number identifies a different person or financial institution.

**Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**Security Procedures.** We may require you to follow a security procedure to execute a payment order or certain electronic funds 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 are commercially reasonable verification of payment orders and other electronic funds 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.



# ACCOUNT INFORMATION



## GENFED FINANCIAL DRAFT ACCOUNTS, ELECTRONIC FUNDS TRANSFER, DIRECT DEPOSIT, OVERDRAFT PROTECTION, AND HOLDS ON DEPOSITS

### Draft Accounts

#### 1) NSF fees

Members will be charged this fee if an account's available balance is reduced to a negative balance. The item reducing the account to a negative available balance will be returned to the Payee.

Members making deposits to "cover" items reducing an account's available balance to a negative balance will still incur the NSF fee and the check will be returned to the Payee.

#### 2) Overdraft Protection (From Primary Savings Only)

Members will automatically have overdraft protection from the primary savings. Members may elect a different option at any time.

The item presented for payment will post to the account as normal. During draft maintenance (performed daily), if funds are available, they will be transferred from the savings account to pay the item and the fee. A nominal fee may be charged for this service.

#### 3) Overdraft Protection (From Primary Loan Only)

Members may elect this option at any time.

The item presented for payment will post to the account as normal. During draft maintenance (performed daily) the available credit will be utilized in increments of \$100.00 to pay the item, and an updated application is needed every year or upon request of GenFed. A nominal fee may be charged for this service.

#### 4) Stale-Dated Checks

We are not obligated to, but may at our option, pay a non-certified check presented for payment more than six months after its creation date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere. Cashier's/Official Checks are not valid 90 days after issuance. If you have an older check contact GenFed. Funds not used will be escheated to the state's department of unclaimed funds.

### Holds on Deposits

1) Depository items presented to GenFed for credit to member's account may be subject to a regulatory hold under Federal Regulation CC. A hold may range from 3-10 business days from receipt of deposit or until verification of funds has been determined by GenFed Financial.

2) Other holds permitted by regulations may be placed on an account at the time of deposit at the discretion of the branch management.

3) Holds will be released automatically at time of expiration or at the discretion of the branch management.

4) Deposits made at ATM machines will be held until verified by ATM balancing personnel but will not exceed being held past the start of the 3rd business day after deposit. (Reminder: Business days do not include holidays or weekends.)

### Electronic Funds Transfer

1) Defined as moving money between accounts or within an account by means of an electronic access device such as a telephone, an ATM card, a debit card, preauthorized signed agreement (ACH), a check/share draft converted to an electronic funds transfer (electronic check conversion/ECK), or an Audio Response Automated Phone Teller.

2) Member authorized transfers through ACH or any other periodic payments will continue until written notification of cancellation is received from the member.

3) Unauthorized transfers or any transactions conducted by someone other than the member (phone fraud, theft, etc.) must be reported to GenFed in writing no later than 10 days after receipt of their Statement of Account. GenFed is allowed up to 60 days to research and correct the account with no penalty to the member.

4) All PINs (Personal Identification Numbers) are issued to the member only. **DO NOT REVEAL THIS NUMBER TO ANYONE!** It is the responsibility of the member to treat all access devices (PIN, ATM card, debit card, or credit card) with the same care as if it were cash. The card is the property of GenFed and must be relinquished to GenFed at their request for any reason.

# FUNDS AVAILABILITY



### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Share draft/checking accounts are the most common transaction accounts. Feel free to ask whether any of your other accounts might also be under this policy.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit.

Once they are available, you can draw the funds in cash and we will use the funds to pay checks that you have written or any electronic debits you have

authorized.

Please remember that even after we have made the funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 PM on a business day that we are open, we may consider that day to be the day of your deposit. However, if you make a deposit after 3:00 PM or on a day we are not open, we may consider that the deposit was made on the next business day we are open.

### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$225 of your checking deposits will be made available on the first business day after we receive your deposit.

If we are not going to make all of the funds from your deposit available on the first business day that we receive your deposit, 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 the day after we receive your deposit.

GenFed reserves the right to refuse or return any deposit received or accept it on a collection basis (see Account Information brochure for cost).

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

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of 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 sixth business day after the day of your deposit.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of day's deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

### **OVERDRAFTS / AVAILABLE AND LEDGER BALANCE**

An overdraft will occur when you do not have enough money ("available balance"\*) in your account to cover a transaction at the time it is posted (not when it was authorized), but we pay it anyway. (see our overdraft section of the Account Information brochure)

There are two balances in your checking account: your actual balance (also known as ledger balance) and your available balance. The actual balance is the full amount of all deposits (without regard to amounts on hold) less any payment transactions that have actually posted to your account. Actual balance is shown on your monthly statements. The "available balance" is your actual balance less any holds on deposits and less any debit card transactions that have been authorized but have not yet posted to your account. Your available balance is shown in our branch, and online and on our mobile banking application. It is used to determine how much money is available for you to spend without overdrawing your account.

Here is an example of how the two balances work. Say you have \$100 in your actual and your available balance. If you were to use your debit card to buy a shirt for \$95, then the merchant may ask us to "authorize" the payment amount. In that case, we will reduce your available balance by \$95 to \$5 because once authorized, we are obligated to pay the transaction, even if the merchant does not submit it for payment until a few days later. Your actual balance is still \$100 until the payment is posted to your account. But before that happens, assume you use your debit card to buy dinner for \$15. The restaurant will ask us to authorize this transaction, and if we do (we are not obligated to authorize any transactions), then your available balance will be reduced to -\$10. Again, your actual balance is still \$100 because neither transaction has posted to your account. When the \$95 shirt transaction posts to your account, you will have a -\$10 available balance and you will be charged an overdraft fee (assuming you have opted in to our overdraft protection program for ATM and debit card transactions). You will be charged this fee even though you had enough available balance at the time the transaction was authorized. This is because we assess overdrafts based on available balance at the time a debit card payment transaction posts, not when it is authorized. When the \$15 dinner transaction is presented for payment, it will also result in an overdraft because you will have a negative available balance at the time it is posted for payment. Thus, in this example, you will be assessed two overdraft fees. If other transactions are presented for payment when you have a negative available balance, such as a check you wrote a few days earlier, then you could have more overdraft fees.

GenFed will place a temporary hold on your checking account in the amount authorized by the merchant for some debit card transactions. This will lower your available balance.

It is important to understand how transactions are posted to your account. Generally, there are two types of transactions in your account—deposits and payments or withdrawals. When we process transactions in your account each day, we apply deposits first. The full amount of some deposits may not be credited to your available balance immediately. After deposits are credited, we will process your payments as described next.

See our Account Information brochure for current overdraft protection fee amounts.

ACH (Automated Clearing House) transactions post throughout the day when presented to GenFed and in the batch order dictated by the Federal Reserve. Credits are posted before debits.

Checks you write are processed when received from the Federal Reserve. They are paid in [check number order, low to high dollar amount].

Debit card transactions are paid throughout the day when we receive them. There are two kinds of debit card transactions. The first is referred to as a PIN transaction. This kind of payment happens when a merchant asks you for your PIN to process a payment. Typically, these types of transactions post in real time, much like an ATM withdrawal. The second type of debit card payment is referred to as a signature transaction. This kind of payment happens when you use your debit card like a credit card and you sign for a payment. For signature transactions, GenFed will reduce your available balance by the amount authorized for the merchant. Transactions that you sign for may take several days before being presented by the merchant for posting to your account. GenFed cannot control when a merchant submits a debit. Additionally, some low dollar transactions can be sent through the PIN network even though you did not enter your PIN.

Debit Card transactions post to your account when they are presented by the merchant. When using a PIN for your transaction they can post immediately, but may not always. Transactions that you sign for (credit) may take several days before clearing your account. To avoid overdrafts you should know your available balance and accept all transactions affect your balance immediately. GenFed cannot control when a merchant submits a debit.

We also offer overdraft protection plans, such as a link to a savings account or an overdraft line of credit, which may be less expensive than our standard overdraft practices (see Account Information brochure for more details).

GenFed may pay an overdraft item, at our sole discretion, and charge this fee in lieu of the NSF fee, potentially saving you additional charges by other parties. Overdraft is defined as an item that decreases your available balance (available is defined as actual balance less any holds) below zero. This fee is imposed for overdrafts created by checks, ACH, or by other electronic means, as applicable. You can also opt in for this coverage for ATM withdrawals and Debit Card transactions. All advances resulting in an overdrawn balance must be repaid within a 30 day period. Before using the overdraft privilege pay program GenFed will access available funds in the regular share/savings as well as personal overdraft lines of credit, as applicable, to cover the overdraft. This will cause your account to be overdrawn with a negative available or actual balance. You may opt out of this program by notifying GenFed. Excessive NSF/Overdraft fees can be costly.

You may be charged a fee each time a transaction is presented for payment, even if the same item is presented for payment multiple times.

The best way to avoid overdrafts is to keep an accurate account of what you spend. You can check your available balance at any time at GenFed on line, on our phone app or by contacting your local branch.

If you have any questions on the definition of actual balance, available balance, any terms in this agreement, or how the posting process works please contact your local branch.

To avoid overdrafts you should know your available balance and accept all transactions affect your balance immediately.

## ABUSIVE MEMBER POLICY



Should any individual be physically or verbally abusive to or harass GenFed Financial employees, volunteers or other members while on GenFed Financial property, or cause physical damage to GenFed Financial property, Management will contact such individual in order to discuss his or her actions and state the conduct will not be tolerated. Abuse shall also include any indication from the member that he or she intends to cause bodily harm to an employee, volunteer or member, threatens to cause physical damage to GenFed Financial property, or threatens any other type of retaliatory action against GenFed Financial.

Specific examples of abusive conduct include, but are not limited to: any type of harassment (sexual, ethnic, racial, geographic, physical/verbal, etc.) to employees, services, operations, policies, practices, or management; using profane, abusive, intimidating, or threatening language; illegal, immoral, deceptive, threatening, destructive, or coercive behavior; fighting or possession of weapon; while on GenFed Financial property.

If conditions or circumstances warrant such action, Senior Management shall retain the right to contact the local law enforcement authorities, as applicable, as well as the right to obtain a restraining order or other form of protective order to legally prohibit entry of the individual on to GenFed Financial property.

Should an individual who has been denied access to GenFed Financial property desire to perform future financial transactions, such transactions must be requested by mail or telephone. Should such actual or threatened abuse continue via mail or the telephone, in accordance with the suspension of services provision of this policy, all GenFed Financial services shall be denied to the offender except for the right to maintain a share (savings) account and the right to vote at meetings of the membership.

Based upon the severity of the abuse, Senior Management shall retain the right to bypass the preliminary notification process and move to immediately suspend services in accordance with the suspension of services provision of this policy.

Should any action be taken, the individual shall be notified by way of written correspondence.

### Akron Office

2492 Wedgewood Dr, Ste B., Akron, OH 44312  
Phone: 330.784.5451 Toll Free: 888.4GENFED

### Antwerp Office

5351 US 24 East, P.O. Box 1004, Antwerp, OH 45813  
Phone: 419.258.5151 Toll Free: 888.GENFED6

### Bryan Office

121 S. Union St., P.O. Box 108, Bryan, OH 43506  
Phone: 419.636.1053 Toll Free: 888.2GENFED

### Centralia Office

903 S. Elm, Centralia, IL 62801  
Phone: 618.532.9524 Toll Free: 877.7GENFED

### Lorain Oberlin Ave Office

5320 Oberlin Ave., Lorain, OH 44053  
Phone: 440.282.1660 Toll Free: 844.GENFED6

### Mt. Vernon Office

800 S. 42nd St., Mt Vernon, IL 62864  
Phone: 618.244.1077 Toll Free: 888.7GENFED

### Sheffield Lake Office:

5382 East Lake Road, Sheffield Lake, OH 44054  
Phone: 440.949.1782 Toll Free: 866.9GENFED

### Shelbyville Office

709 E State Road 44, Shelbyville, IN 46176  
Phone: 317.392.6230 Toll Free: 888.3GENFED

### Wadsworth Office

248 S. Lyman St., Wadsworth, OH 44281  
Phone: 330.336.2150 Toll Free: 888.6GENFED

### Wadsworth North Office

157 Great Oaks Trail, Wadsworth, OH 44281  
Phone: 330.336.3556 Toll Free: 866.6GENFED



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