

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 at 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.

#### YOUR ABILITY TO WITHDRAW FUNDS AT GenFed Financial

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 \$200 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 \$5,000 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 \$5,000 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 \$5,000 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 \$5,000 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.

#### LOCATIONS

##### Akron Office:

85 Massillon Road, Akron, Ohio 44312  
Phone: 330.784.5451 FAX: 330.784.6835  
Toll Free: 888.4GENFED

##### Antwerp Office:

5351 CR 242, P.O. Box 1004, Antwerp, Ohio 45813  
Phone: 419.258.5151 FAX: 419.258.2330  
Toll Free: 888.GENFED6

##### Bryan Office:

121 S. Union Street, P.O. Box 108, Bryan, Ohio 43506  
Phone: 419.636.1053 FAX: 419.636.7220  
Toll Free: 888.2GENFED

##### Centralia Office:

903 South Elm Street, Centralia, Illinois 62801  
Phone: 618.532.9524 FAX: 618.532.9930  
Toll Free: 877.7GENFED

##### Fairlawn Office:

2725 Abington Road, Suite 101, Akron, Ohio 44333  
Phone: 330.835.9103 FAX: 330.836.9281  
Toll Free: 888.4GENFED

##### Lorain Office:

5730 Baumhart Road, Lorain, Ohio 44053  
Phone: 440.282.4606 FAX: 440.282.4095  
Toll Free: 888.GENFED1

##### Mt. Vernon Office:

800 S. 42nd Street, Mt. Vernon, Illinois 62864  
Phone: 618.244.1077 FAX: 618.244.1078  
Toll Free: 888.7GENFED

##### Sheffield Lake Office:

5382 East Lake Rd, Sheffield Lake, OH 44054  
Phone: 440.949.1782 FAX: 440.949.1784  
Toll Free: 866.9GENFED

##### Shelbyville Office:

1648 N. Michigan Rd., Shelbyville, Indiana 46176  
Phone: 317.392.6230 FAX: 317.398.8614  
Toll Free: 888.3GENFED

##### Wadsworth Office:

248 S. Lyman Street, Wadsworth, Ohio 44281  
Phone: 330.336.2150 FAX: 330.336.1221  
Toll Free: 888.6GENFED

##### Wadsworth North Office:

157 Great Oaks Trail, Wadsworth, Ohio 44281  
Phone: 330.336.3556 FAX: 330.336.7662  
Toll Free: 866.6GENFED



Get a list of surcharge-free ATMs at [www.genfed.com](http://www.genfed.com)



Touch-tone Teller:  
(800) 850-5451



24 hour GenFed  
MasterCard Info:  
[www.genfed.com](http://www.genfed.com)  
(800) 237-6211



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HomeBanking



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## Share Account Agreement

Including Funds Availability Disclosures

[genfed.com](http://www.genfed.com)

## 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 this document, the membership application, the Fee Schedule, the Rate Schedule, the Truth-In-Savings Disclosure and Electronic Funds Transfer Agreement And Disclosure Statement, the Funds Availability Policy Disclosure, 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 call us.

Much of our relationship with our share members is regulated by state and federal law, as well as our bylaws and amendments to bylaws, 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. 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.

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. We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month (less the number of certain “pre-authorized transfers” during the month). 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