

Effective
04/2023

Important Account Information

- Membership and Account Agreement
- Electronic Fund Transfer Disclosure
- Funds Availability Disclosure
- Privacy Policy

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Welcome to Wright-Patt Credit Union

As a not-for-profit, member-owned financial cooperative, Wright-Patt Credit Union is committed to helping you and your family through life. We do not simply offer checking accounts, mortgages, car loans, and IRAs. We do something much more fundamental: we help you and your family improve and maintain your financial flexibility and freedom, allowing you to live the life you want to live.

1 Membership and Account Agreement

1.1 Membership and Account Agreement

This Membership and Account Agreement (“Agreement”) governs your (“member” or “you”) Wright-Patt Credit Union, Inc. (the “Credit Union” or “we” or “us”) account(s) and related services. Please read and retain this Agreement for your records. This Agreement contains important information you’ll need to know about your Credit Union account(s) and includes the following additional disclosures:

- Electronic Fund Transfers Disclosure
- Funds Availability Policy Disclosure
- Privacy Notice
- Arbitration Agreement

Please ensure that all authorized signers on your account are also familiar with this Agreement. This Agreement, as well as the fees and charges associated with your account(s), and any Account Documents (see below) may be altered or amended at any time by the Credit Union and as altered or amended shall be binding on all members. The current version of this Agreement is available online at www.wpcu.coop or in any Credit Union Member Center. By opening or maintaining your Credit Union account on or after the effective date of this Agreement, you agree that the terms and conditions contained in this Agreement, as amended, will govern your account and any services related to your account.

This is a legally binding contract. Please READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account. Your account type(s) and ownership features are designated on your Master Membership and Account Agreement (“Account Card”). By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions set forth in the Account Card, and all terms and conditions set forth in:

- This Membership and Account Agreement,
- the Truth-in-Savings Disclosure or other applicable account disclosure(s), the General Fee Schedule, and
- any account receipt accompanying this agreement (collectively known as the “Account Documents”).

In addition to the Account Documents, you agree to comply with the Credit Union’s Articles of Incorporation and Code of Regulations and membership conditions (collectively known as the “Articles”), and any amendments to the Articles and Account Documents. Your designated account may also be governed by other agreements between you and us.

1.2 Membership Eligibility

To join the Credit Union, you must meet the membership requirements including purchase and maintenance of at least one (1) share (membership share) as set forth in the Credit Union’s Articles. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the account and services you request. Accounts, services, and products offered to you may be based on information from a credit report.

2 General Information

2.1 Terms You Should Know

- Annual Percentage Yield (APY):** The Annual Percentage Yield is the total amount of interest paid on an account, based on the interest rate and frequency of compounding for a 365 day period. The Annual Percentage Yield is expressed as a percentage.
- Average Daily Balance:** Your Average Daily Balance is your daily ending balance divided by the number of days in the statement cycle.
- Business Days:** Business days are all days Monday through Friday, excluding federal holidays, even though the Credit Union may be open on Saturday. Unless otherwise noted, time refers to Eastern Standard Time (EST).



- d) **Compounding Dividends/Interest:** You earn dividends each month or quarter, depending on the type of account. This means that in one month/quarter you will earn a dividend on your balance, and the next month/quarter you will earn a dividend on the original balance plus the dividend earned in the prior month/quarter. Essentially, you will be earning dividends on your dividends.
- e) **Dividends:** A dividend is what you are paid for keeping your money in an account. It is determined as a percentage of your total balance. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividends are based on the Credit Union's earnings at the end of a dividend period and cannot be guaranteed.
- f) **Item:** An item refers to a check, substitute check, electronic item, draft, demand draft, or other order or instruction for the payment, transfer, or withdrawal of funds.
- g) **Overdraft:** An overdraft occurs when you do not have enough money in your account to cover the payment of a transaction, but we pay it anyway.
- h) **Routing Number:** Your account routing number is listed on the bottom left corner of your checks to the left of your account number. The routing number is a nine (9) digit number that identifies the bank or credit union that issued the check. Every bank and credit union in the United States has at least one routing number.
- i) **Stop Payment Order:** If you ask the Credit Union not to pay a particular check you have written or another transaction you have authorized for withdrawal from your account, you are asking for a "Stop Payment" order.

2.2 How to Access Your Account

Online Access	You may access your account(s) free of charge 24 hours a day by using our online banking at: www.wpcu.coop .
Mobile Banking	You may access your account(s) free of charge 24 hours a day by using our mobile banking application on your mobile device.
ATM/PTM access	You may access your account(s) by using our network of Automated Teller and Personal Teller Machines (ATMs and PTMs). Please see our website for a list of locations and availability.
Telephone Access	You may access your account(s) free of charge 24 hours a day by using our "Call-24" audio response telephone banking at (937) 912-7000 or (800) 762-0047. Deaf and hard of hearing members may call TTY (800) 750-0750.
Member Experience Representative	You may request assistance from one of our friendly Member Experience Representatives during business hours by calling (937) 912-7000 or (800) 762-0047. Deaf and hard of hearing members may call TTY (800) 750-0750.
Member Center Assistance	You may visit any of our Member Centers or a shared branching location during regular business hours.

2.3 How to Contact Your Credit Union

Email	You may submit your inquiry via e-mail by visiting: www.wpcu.coop/ContactUs or by using Mobile Banking/More-Contact Us/Send Message.
Telephone	General Account Inquiries: You may reach us by telephone at (937) 912-7000 or (800) 762-0047. Deaf and hard of hearing members may call TTY (800) 750-0750.



Fax

Mortgage Lending Inquiries: You may reach us by telephone at (937) 912-7680 or (800) 762-0047, ext. 7680.

Retirement Solutions: You may reach us by telephone at (937) 912-7855 or (800) 762-0047, ext. 7855.

Lost or Stolen Credit Card: To report a lost or stolen card, please call (800) 762-0047.

You may fax an inquiry to: (937) 912-8148.

U.S. Mail

You may mail an inquiry to: 3560 Pentagon Boulevard, Beavercreek, OH 45431-1706.

In-Person

You may visit any of our Member Centers during regular business hours. Locations are listed at: www.wpcu.coop/locations.

2.4 Your Credit Union Contacting You

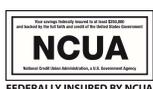
You consent and agree to the following:

- a) When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand and agree that a telephone number includes a cell phone number and “calls” include both telephone calls and text messages to or from your phone or cell phone. For example, we may place calls to you to service your account, notify you about fraud alerts and deposit holds, and call you about amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text, or prerecorded messages. If you give us an email address, you also consent to us contacting you by email.
- b) You authorize us to monitor, and record, telephone conversations, and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.
- c) It is extremely important to protect your account information at all times. The Credit Union will never call or email you and request your personal information, account number, card number, PIN, user ID, and/or password. However, in some cases, we may contact you asking to confirm recent transactions on your account to help identify potentially fraudulent activity. **Note about Fraud.** Call spoofing and email phishing are real fraud dangers, and criminals are continually looking for new ways to steal your information. Even if a call or email appears to come from the Credit Union, you agree to not ever provide your personal information (social security number, date of birth, etc.), or account information (including, but not limited to, your account number, card number, PIN, user ID, and/or password), to the person who contacts you. The Credit Union would never contact you to request those types of information. If you voluntarily give your information to someone impersonating an employee of the Credit Union, or any third-party, you may lose all the money in your account. The Credit Union is not liable to you for the criminal actions of third-parties who use information you gave them.

3 How We Handle Your Personal Information

3.1 Privacy Notice

The Credit Union works hard to protect your personal information. Please review our Privacy Policy on the following pages to learn more about how we manage member data.



FACTS

WHAT DOES WRIGHT-PATT CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and income ■ account balances and payment history ■ credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wright-Patt Credit Union, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wright-Patt Credit Union Share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates' to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

To limit our sharing	<p>Call our Member Help Center at (800)762-0047 or (937)912-7000</p> <p>Please note:</p> <p>If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p> <p>However, you can contact us during business hours to limit our sharing.</p>
Questions?	Call (937)912-7000 (800)762-0047 TDD (937)912-7001 www.wpcu.coop



Who we are	
Who is providing this notice?	Wright-Patt Credit Union, Inc. ("WPCU")

What we do	
How does Wright-Patt Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Wright-Patt Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or apply for a loan ■ use your credit or debit card ■ make deposits or pay your bills <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Our affiliates include financial companies, such as myCUmortgage, LLC and Wright-Patt Holdings, LLC, both wholly-owned CUSO subsidiaries of Wright-Patt Credit Union, Inc., and Wright-Patt Insurance Products, Ltd. (dba CoverPoint), a 90% owned CUSO subsidiary of Wright-Patt Holdings, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Our joint marketing partners include companies that provide insurance products, such as Accidental Death and Dismemberment Insurance and Group Term Life Insurance.



4 Funds Availability Policy Disclosure

Your Ability to Withdraw Funds

Our general policy is to delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other items.

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit during business hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after business hours or on a day we are not open, we will consider the deposit was made on the next business day we are open.

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

Same-Day Availability: Funds from the following deposits will be available on the day we receive your deposit:

Cash Deposits, Electronic Direct Deposits; Wire Transfers

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the same business day we receive your deposit:

Checks drawn on WPCU and U.S. Treasury Checks that are payable to you; State and local government checks that are payable to you; Cashier's, certified, and teller's checks that are payable to you; Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.*

*If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or make the deposit at a WPCU ATM), funds from checks drawn on WPCU and U.S. Treasury checks that are payable to you will be available the first business day after the day we receive your deposit. If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or make the deposit at a WPCU ATM), funds from all other of these checks will be available on the second business day after the day we receive your deposit; however, the first \$225 of your deposit will be available on the first business day after the day of your deposit.

Other Check Deposits: For all other check deposits, funds will not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day after the day of your deposit.

Deposits at Non-WPCU ATMs: Funds from any deposits (cash or check) made at automated teller machines (ATMs) we do not own or operate will not be available until the 5th business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as Wright-Patt Credit Union machines.

4.2 Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

If your deposit is not made directly to one of our employees, or if we decide to impose the delay after you have left the premises, we will provide you notice via mail or by other means that you have authorized (e.g. via e-mail) by the close of the business day following the day of your deposit or within such other time as required by law.

4.3 Special Rules for New Accounts

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, official check, teller's, traveler's, and federal, state and



local government checks will be available on the same business day we receive 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 fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

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

4.4 For Mobile Deposit Only

For mobile deposit funds availability information, please refer to the "Mobile and Remote Deposit Disclosure and Agreement Addendum to the Online Banking Agreement and Disclosure." This disclosure is available in our Member Centers, online, or by emailing us for a request, or by calling our Member Help Center at (937) 912-7000 or (800) 762-0047, or TTY (800) 750-0750.

5 Electronic Fund Transfers Disclosure

The Electronic Fund Transfer Act and Regulation E require us to provide certain information to members regarding electronic fund transfers (EFTs). This Electronic Fund Transfer disclosure applies to electronic fund transfers you receive from the Credit Union to an account established primarily for personal, family, or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party, and one-time electronic payments from your account using your routing number and account number to pay for purchases or to pay bills.

5.1 Consumer Liability for Unauthorized Transactions

- a) **Tell us AT ONCE if you believe your card or password/PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your savings or credit account if you have a checking account with our overdraft protection option).** If you tell us within 2 business days after you learn of the loss or theft of your card or password/PIN, you can lose no more than \$50 if someone used your card or password/PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or password/PIN, and we can prove we could have stopped someone from using your card or password/PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- b) **Contact in Event of Unauthorized Transfer:** If you believe your card or password/PIN has been lost or stolen, call: (937) 912-7000 or (800) 762-0047 or TTY (800) 750-0750 or write: Wright-Patt Credit Union, Financial Crimes, 3560 Pentagon Boulevard, Beaver Creek, Ohio 45431-1706.

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

- c) **Business Days:** For purposes of these disclosures, our business days are Monday through Friday, excluding Federal Holidays.

5.2 Transfer Types and Limitations

Indicated below are the types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it explains your rights and obligations for the transactions listed.

- a) **Electronic Check Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account or money market account using information from your check to pay for purchases and/or pay bills.



- b) **Debit Card Transactions:** You may access your Checking Account by using your debit card instead of a check to purchase goods or services at any merchant who has agreed to accept the card. For more information regarding your rights, responsibilities, and fees governing use of your card, please refer to our separate ATM, Debit Card and/or My Health Savings Card Disclosure Agreement, and the General Fee Schedule.
- c) **Call-24 Telephone Transfers:** You may access your account and make transfers by telephone via Call-24 by using the Audio Access PIN we have assigned or you have requested. You agree that you will not write down your PIN anywhere, or keep your PIN where it may be found. You may authorize joint owners of your account to utilize Call-24 by disclosing your PIN to them. Keep in mind before doing so that your PIN grants access to all your share and loan accounts. By disclosing your PIN, you agree to be responsible for all transactions initiated by your PIN.
- I. **Account Statements:** All transactions made using the Call-24 service will be shown on your account statement with the notation of "Audio Response." You will not receive receipts for Call-24 transactions, as you can verify the balances of your account after making Call-24 transactions.
 - II. **Termination of Call-24 Service:** You can terminate your Call-24 service at any time by notifying us in writing and no longer using your PIN. We can terminate your Call-24 service at any time. Whether we or you terminate your Call-24 service, the termination will not affect your Call-24 obligations, even if we allow any transaction to be completed with your PIN after your Call-24 service has been terminated.
- d) **Online and Mobile Banking:** You may access your account and make transfers by using our Online Internet Account Service ("Online Banking") or Mobile Banking. Please refer to our separate Online Banking Agreement and Disclosure and the Mobile and Remote Deposit Disclosure and Agreement Addendum in addition to the General Fee Schedule for your rights, responsibilities, and fees governing Online and Mobile Banking. Inquiry access only is available for Custodial Accounts.
- e) **ATM Transactions and Fees:**
- I. You can access your Checking, Share, or Money Market Accounts by using your ATM card and personal identification number at ATMs. For more information regarding your rights, responsibilities and fees governing use of your card, please refer to our separate ATM, Debit Card and/or My Health Savings Card Disclosure, and the General Fee Schedule.
 - II. **ATM Fees Charged by Wright-Patt Credit Union.** You agree to pay all ATM transaction fees outlined in the General Fee Schedule. You understand and agree that we will charge you a fee for each balance inquiry made at an ATM not owned by Wright-Patt Credit Union and a separate fee for each Cash Withdrawal or Transfer made at an ATM not owned by Wright-Patt Credit Union even if the balance inquiry and withdrawal or transfer are made during the same visit. We may subtract these fees from your Available Balance, even if the fee makes your Available Balance negative.
 - III. **ATM Fees Charged by Other ATM Owners.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or owner, and you may be charged a fee balance inquiry even if you do not complete a fund transfer.
- f) **Limitations on Frequency of Transfers:** We reserve the right to impose limitations for security purposes at any time.
- g) **Limitations on Dollar Amounts of Transfers:** We reserve the right to impose limitations for security purposes at any time.



- h) **WPCU Electronic Check Conversion:** When you provide a check as payment, you authorize us either to use information from the check to make a one-time transfer from your account or to process the payment as a check transaction.

5.3 Remittance Transfers – Your Rights and Responsibilities

If you think there has been an error or problem with your remittance transfer (international electronic funds transfer) call us or write us at the telephone number or address listed at the bottom of this Disclosure.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (a) Your name, address, and telephone number; (b) The error or problem with the transfer, and why you believe it is an error or problem; (c) The name of the person receiving the funds, and if you know it, the telephone number or address; (d) The dollar amount of the transfer; (e) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a remittance transfer: You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the telephone number listed at the bottom of this Disclosure within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

5.4 Confidentiality

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

- a) Where it is necessary for completing transfers, or
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau, or merchant, or
- c) In order to comply with government agency or court orders, or
- d) If you give us your written permission.

5.5 Right to Receive Documentation

- a) **Terminal transfers:** You can get a receipt at the time you make any transfer to or from your account using one of our Personal Tellers, ATM, or point-of-sale terminals.
- b) **Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (937) 912-7000 or (800) 762-0047 or TTY (800) 750-0750 to find out whether or not the deposit has been made].
- c) **Periodic Statements:** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

5.6 Preauthorized Payments

You may make arrangements for certain bills from your checking or share account. Preauthorized payments from your account may include, but are not limited to, insurance company premiums, installment loan payments to other financial institutions, or utility payments.

- a) **Right to Stop Payment and Procedure for Doing so:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address provided at the bottom of this Agreement, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.



Give us your name and account number, the name of the person receiving the payment, the amount of the payment, and date on which it is scheduled to be made. We will charge you the amount listed in our General Fee Schedule for each stop-payment order you give.

- b) **Notice of Varying Amounts:** If preauthorized payments from your account may vary in amount, the person you are going to pay will tell you in writing, 10 days before each payment, when it will be made and how much it will be.
- c) **Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

5.7 Financial Institution's Liability

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

- a) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b) If the transfer would go over the credit limit on your overdraft line (if applicable).
- c) If the automated teller machine where you are making the transfer does not have enough cash.
- d) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- f) The funds in the account are restricted by legal process, assignment, claim, encumbrance, or other restrictions on withdrawal.
- g) The transaction is prevented by policies, rules, or limitations imposed by the Credit Union, from time to time, such as minimum balance requirements or verification and collection of deposits.
- h) There may be other exceptions stated in our agreement with you.

5.8 In Case of Errors or Questions about Your Electronic Transfers

In Case of Errors or Questions About Your Electronic Transfers Telephone us at (937) 912-7000 or (800) 762-0047 or Write us at P.O. Box 340134, Beavercreek, OH 45434-0134, or E-mail us at ContactUs@wpcu.coop 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.

- a) Tell us your name and account number (if any).
- b) 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.
- c) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



6 Overdrafts and How to Avoid Them

6.1 Overdrafts

If on any one day, the funds in your checking account are not sufficient to cover checks, drafts, or other items posted to your account, those amounts will be handled in accordance with our overdraft practices set forth in the Account Documents. Our determination of an insufficient current account balance may be made at any time between presentation of the item and our midnight deadline with only one review of the account required. We are not required to notify you if your account does not have funds to cover checks, drafts, fees or other items. Whether the item is paid or returned, your account may be subject to a fee as set forth in the Account Documents, including our General Fee Schedule.

You understand and agree that a merchant or other entity may make multiple attempts to submit a returned item for payment. Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item resubmission regardless of the number of times an item is presented or represented to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. All fees are charged during the posting process. When we charge a fee for NSF or overdraft items, the charge reduces the balance in your account and may put your account into (or further into) a negative status.

At our discretion, we may agree to honor a check, draft, or other transfer or payment order which creates an overdraft; however, the honoring of one or more overdrafts does not obligate us to honor any future overdrafts and we may discontinue paying overdrafts without notice. You agree to promptly deposit sufficient funds to cover the overdraft and any service fees, and to reimburse us for any costs we incur in collecting the overdraft from you including without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond midnight deadline limits.

6.2 Overdraft Coverage Options

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. Our standard overdraft practice is that we do not authorize and pay overdrafts for any transactions when you do not have sufficient funds in your account to cover the transaction, unless you ask us to by selecting one of our overdraft coverage options. You may add or remove an overdraft coverage option using our Overdraft Coverage form and Overdraft Coverage for Debit/ATM Transactions form.

If you select one of our overdraft coverage options, we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined and your account assessed a Non-Sufficient Fund ("NSF") fee as outlined in our General Fee Schedule. The only exception is everyday debit card and ATM transactions, for which we do not charge a NSF fee when declined.

It is important to keep in mind that for debit card transactions, we check to see if you have sufficient funds at two separate times- first at the time a merchant authorization request is received, and second, at the time the transaction "settles" or posts to your account. If we authorize an everyday debit card transaction, but you do not have sufficient funds to cover the transaction when the transaction "settles" or posts to your account, you will be charged an Overdraft Fee if you have Debit Card Coverage or you are a business as further described below. In other words, if you have Debit Card Coverage or are a business, even if the balance in your account was sufficient at the time the authorization was provided, you may be charged an Overdraft Fee if your Current Balance is insufficient at the time of transaction posting.

With the exception of Courtesy Pay (see below), there is no limit on the total overdraft fees we can charge you for overdrawing your account. Also, any fees associated with the overdraft coverage(s) you have selected can overdraw your account. In the event this happens, you are responsible to pay back the negative balance in your account. Please refer to our General Fee Schedule for fee information associated with these coverage options.

Overdraft Protection: You may elect to link your checking account to another source of funds such as a savings account and/or line of credit on your account. This protection covers transactions completed using checks, your checking account number, or debit card and ATM transactions provided the share or line of credit you have selected has a sufficient balance to cover the transaction amount. Transfers from your overdraft coverage source are completed in \$100 increments or the available balance, whichever is greater. If a line of credit transfer is made to cover the transaction, interest will accrue starting the date of transfer. There is no limit to the number of transfers that can be made.

Courtesy Pay: This is a separate coverage that is available for checks you have written and transactions you authorize using your checking account number, including automatic bill payment transactions. In the event you do not have sufficient funds to cover these transaction types and any overdraft protection source you selected does not have a sufficient balance, we can pay the item, taking your account negative. There is a service fee if we pay an overdraft as outlined in our General Fee Schedule. The maximum number of overdraft payments using the Courtesy Pay Option per month is ten (10), and the maximum number of overdraft payments using Courtesy Pay per twelve (12) month period is 60. If the maximum is reached, your transaction will be declined and you will be charged an NSF fee.



Debit Card Coverage: If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, you can add Debit Card Coverage to your account using the separate OVERDRAFT COVERAGE FOR DEBIT/ATM TRANSACTIONS form.

In cases where your account does not have a sufficient balance to cover a transaction you have protected with overdraft coverage, we will attempt to cover your transaction using the least expensive option you have selected first. In the event more than one coverage option is needed to pay your transaction, you will only be charged one fee, which will be the highest fee for the coverage options used.

Business Accounts Only: Except in limited circumstances, business accounts are not eligible for Courtesy Pay or Debit Card Coverage. If we do not pay an overdraft, your transaction will be declined and your account assessed a NSF fee as outlined in our General Fee Schedule. If a card transaction is declined, you will not be charged a NSF fee; however, if a card transaction is authorized because your current balance is sufficient at the time of authorization, but your current balance is insufficient when the transaction posts to your account, you will be charged an Overdraft Fee as outlined in our General Fee Schedule.

6.3 Your Checking Account Balance

We process all withdrawals in the order presented and we have no duty to notify you of an insufficient funds check or item. The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee or NSF fee will be charged. You should read these disclosures carefully.

Your Current Balance is calculated as transactions post to your account. The Current Balance is the full amount of deposits (subject to any holds placed on your account). Calculation of your Current Balance does not include payment transactions that have been authorized and are pending. As such, this amount may be higher than your Available Balance. Your Available Balance is the Current Balance less pending transactions that have been authorized but may not yet have been processed (posted), such as debit card point-of-sale transactions.

How Items Are Posted: This section explains generally how items are posted to your account. These practices may change and we reserve the right to pay items in any order we choose as permitted by law. **The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely. If you do not understand this Agreement or have any questions, please contact us at (937) 912-7000 or (800) 762-0047 or TTY (800) 750-0750, or visit a member center.**

Transactions can post to your account in two different ways. "Real-time" transactions are posted chronologically as they occur throughout the day. Other transactions are posted to your account in a "batch" process. The assessment of overdraft fees is determined based on the account's Current Balance and is not based on the Available Balance at the time a transaction is authorized. Keep in mind that there are many ways transactions are presented for posting to your account by merchants or other parties, and the Credit Union is not necessarily in control of when transactions are received.

- a) **Real-Time Transactions:** Deposits; ATM and Debit Card Transactions; In-Branch Transactions; Wires; Overdraft and NSF fees; Immediate WPCU to WPCU Share transfers. Real-time transactions are posted chronologically based on the date and time our records indicate the transaction is received by the Credit Union.
- b) **Items Posted in Batch:** Scheduled and Automated Account Transfers between WPCU accounts (share and loan) are posted at the beginning of each business day.

ACH Credits and Debits (including External Transfers), and Pop Money Transfers are posted with credits posting prior to debits for each file processed. Debits are posted in order from the smallest dollar amount to the largest, for each file processed. Multiple files may be processed throughout the day.

Pay A Person ("P2P") transfers or payments are posted as Real-Time Transactions or in batch depending upon the crediting instructions provided by the recipient. Real-Time P2P transactions are posted chronologically based on the date and time the recipient accepts the payment. Batch P2P transactions are posted with Credits posting prior to Debits. Debit transactions are posted in order from the smallest dollar amount to the largest. Multiple files may be processed throughout the day.

Checks are posted in numerical order during daily check processing (includes checks initiated by "Bill Pay").

Current Balance at the time transactions are posted (not when actually authorized) is used to determine when your account is overdrawn and whether you will be charged a fee. It is very important to understand that you may still overdraw your account even though the balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available and current balance may not reflect all of your outstanding checks and payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. For example, an outstanding check will not be reflected in your Available or Current Balance until it is presented to us and posted to your account.



In addition, your Available Balance may not reflect all your debit card transactions. If a merchant obtains our prior authorization but does not submit a one-time debit card transaction within a certain period of time (generally three business days), we must release the authorization hold on the transaction. The Available Balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

7 Account Terms and Conditions

7.1 Ownership of Accounts

The form of ownership for your account is designated on the Account Card you sign when you open your account. The following provisions describe the rules applicable to the various ownership designations available.

- a) **Single Accounts:** A single account is an account owned by one member (individual, corporation, partnership, trust, or other organization) qualified for Credit Union membership.
- b) **Joint Accounts:** An account owned by two or more persons.
 - I. **Rights of Survivorship:** If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint owners, the deceased owner's interest will become the property of the surviving joint owner(s), provided, however, if the deceased joint owner has a loan or loans with the Credit Union, individually or as joint, the Credit Union may apply the balance in any account to the payment of the loan or loans.
 - II. **Rights of Joint Account Owners:** Any joint account owner is authorized to act for the other owner(s) and we may accept orders and instructions regarding the account and any transaction from any joint owner. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners. Any joint owner may withdraw all funds in the account, stop payment on items drawn on an account, transfer, or pledge all or part of the shares of any account (except the membership share) without the consent of the other joint account owner(s) and we shall have no duty to notify any other joint account owner(s). We reserve the right to require written consent of all joint account owners for change of ownership or termination of an account. If we receive written notice of a dispute between joint account owners or receive inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.
 - III. **Joint Account Owner Liability:** If any item deposited in a joint account is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to us for the amount of the returned item or overdraft and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any joint account owner is indebted to us such that we have a lien against an account of that joint account owner, we may enforce our rights against any or all funds in the joint account, or the joint owner's other accounts, regardless of who contributed the funds to the account. Notice provided by the Credit Union to any one joint owner is notice to all joint owners, although the Credit Union has no obligation to notify any joint owner if we exercise our rights against any funds in a joint account.
 - IV. **Indemnification for the Credit Union:** The joint owners hereby release and agree to indemnify and hold the Credit Union harmless from and against any claim arising out of a payment made from any account in accordance with the terms of this Agreement.
- c) **POD Account Designations:** A Payable on Death (POD) designation is an instruction to the Credit Union that an account shall be payable to the owner(s) during his, her, or their lifetimes. When the last account owner dies, the funds remaining in the account shall be payable to any surviving POD beneficiary/payee which has been designated in accordance with the Credit Union's procedures for such designation, subject to the Credit Union's right of set-off (see Section 7.12 below). Accounts designated as payable to more than one surviving beneficiary/payee are owned proportionately by such beneficiaries/payees based on the percentage given to any such beneficiary/payee in the POD designation (for illustration purposes only: (example 1) 70%, 20%, 10% or (example 2) 25%, 25%, 25%, 25%). Any beneficiary designation made on your primary account (Share 00) shall be applicable to all subsequent sub-accounts you open, unless you



provide written instructions to the Credit Union to modify such beneficiary designations on any such sub-accounts, which shall only be effective upon written acknowledgment by the Credit Union. Notwithstanding the foregoing, POD beneficiary/payee designations shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation process. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. Accordingly, it is incumbent upon you to inform the Credit Union of changes to the address and marital status of your designated beneficiaries/payees.

- d) **Accounts for Minors:** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid fees or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.
- e) **Ohio Transfers to Minors Account:** An Ohio Transfers to Minors Act Account (OTMA) is an individual account established by a member as a custodian on behalf of a minor pursuant to Ohio Revised Code Chapter 5814. The OTMA designates a minor as a person under twenty-one (21) years of age. The custodian shall open the account in the name of the minor, include the minor's SSN, and sign his or her own name on the Account Card, "as custodian for (name of minor) under the Ohio Transfers to Minors Act". The custodian is the fiduciary holder of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies or is unable or unwilling to continue to serve as custodian, we will follow the OTMA for the appointment of a successor custodian. We reserve the right to require the custodian to nominate a successor custodian when the account is opened. We may suspend the account, until a successor custodian is named on the account. The custodian agrees to abide by the law by notifying the Credit Union in writing immediately upon the death of the minor. After notification of either of the minor's death, the custodian's authority over the account continues only to the extent allowed by law. Before it receives such notice, the Credit Union may honor any checks written or withdrawals made on the account without incurring liability to the minor, the minor's estate, or third party, and the custodian will be liable to the Credit Union for any loss or expense it incurs, including reasonable attorney fees because of the failure to give prompt notice.
- f) **Business Account:** Business accounts are those established by any partnership, corporation, limited liability company, association or other entity operated on a for-profit basis; all corporations, associations and organizations operated on a not-for-profit basis; and any individual who intends to use the account for carrying on a trade or business. The classification and form of ownership of a business account are as designated on the Business Account Authorization Card.

All business accounts are subject to the same terms as set forth in this Agreement and the additional rules set forth in the Business Account Addendum and Business Account Authorization Card. The Account owners agree to inform us of the persons authorized to transact business on behalf of the entity. We may rely on the account owners' written authorization until such time as we are informed of changes in writing that the authorization has been terminated and we have a reasonable time to act on the notice. We may require that third party checks payable to a business entity be deposited in the business account, and not cashed.

- g) **Agency/POA Designation on an Account:** A Representative Payee, Power of Attorney (POA), or other agency designation on an account is an instruction to us that the owner authorizes another person (the "agent") to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. The Credit Union is not liable for the misapplication of funds from your account by your agent, and you explicitly agree to indemnify the Credit Union and hold it harmless from any and all claims regarding any act, error, or omission of any agent of POA you designate on your account. We have the right to review and approve any agency/POA agreement. Similarly, unless prohibited by law, we reserve the right to refuse any agency/POA document for any reason, including, but not limited to, those documents failing to conform to Ohio Revised Code



Chapter 1337, any document that nominates “dual agents” or “co-agents,” and any “springing” document that only becomes effective upon your incapacity.

7.2 Deposit of Funds Requirements

Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in this Agreement and the Account Documents. All items for deposit or collection, though provisionally credited, are received or purchased subject to proof and collection. Until the proceeds thereof in money are actually received by us, or until such items become final under applicable law, such items themselves can be returned and charged back to the account or subject to refund by you, or we may decline payment drawn on deposits. If an item is returned as a counterfeit item, altered item, or for any other reason, you acknowledge and agree that you will be liable to us for any loss suffered by us, regardless of any confirmation of availability of funds by us.

- a) **Endorsements:** We may, but are not obligated to, accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated to, supply the missing endorsement. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or other item as though it is payable to either person.

If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1-1/2 inches from the top edge, although we may accept endorsements outside this space. You agree, however, that we will not be liable to you and you will be liable to us for any delay, loss, or expense, including without limitation reasonable attorneys' fees we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository institution.

- b) **Collection and Final Payment of Items:** We act only as your collection agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any other financial institution, or correspondents, or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House Rules. Items drawn on an institution located outside the United States are handled on a collection basis only. We may charge back any item at any time before final payment and impose a return item fee on your account. We reserve the right to refuse or return any item or funds transfer.
- c) **Automated Processing of Items:** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all members. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items. We may disregard information on any check or draft, other than the signature of the drawer, the amount and any magnetic encoding.
- d) **Direct Deposits:** We may offer preauthorized deposits (e.g., payroll checks, social security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- e) **Special Account Instructions:** If you request us to provide special checks with two signature lines you specifically acknowledge and agree that the dual signature feature is strictly for your or your business' internal control procedures and that we are not responsible for examining the presented checks to verify that the checks contain the correct number of signatures so long as the checks contain at least one authorized signature. Furthermore, you agree that we do not fail to exercise ordinary care in paying a check solely because our procedures do not provide for examination of a check to verify more than one signature.



7.3 Accounts Access

- a) **Authorized Signature:** Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.
- b) **Access Options:** You may withdraw or transfer funds from your account in any manner we permit (e.g., an automated teller machine, in person, by mail, automatic transfer, electronic access, or telephone) in the Account Documents.
- c) **ACH and Wire Transfers:** You may authorize us to process ACH & wire payment orders. Payment orders are the movement of funds from one financial institution to another. You agree to be bound by any payment order whether or not authorized, issued in your name accepted by us. Payment orders may settle by account number, even if the name does not match. Payment orders may settle by the financial institution's identifying number, even if the name provided for the financial institution does not match. We will follow the security procedures set forth in our management practices and procedures. We may require you to complete a separate document at the time of each payment order. Payment orders will not be processed without proper verification of the order and account owner. Domestic payment orders received after 4:00 p.m. Eastern Standard Time and international payment orders received after 2:00 p.m. Eastern Standard Time will be processed the next business day. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement.

Notice to any account owner is considered notice to all account owners. Fees as set forth on the General Fee Schedule will apply to all wire and ACH payment orders. Any payment orders that are subject to the Uniform Commercial Code Article 4A will be subject to this Agreement and Ohio Revised Code Sections 1304.51 to 1304.85.

7.4 Account Rates and Fees

We pay account dividends and assess fees against your account as set forth in the Account Documents

7.5 Transaction Limitations

We may decline any Item as provided in the Account Documents or to comply with legal requirements. We may refuse any Item if you do not have sufficient funds, or it is not in a form approved by us, and you are responsible for any loss we incur handling such an Item.

We also reserve the right to refuse any Item if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. We may pay any Item, even if paying the Item results in an insufficient balance in your account.

7.6 Large Cash Withdrawals

At our sole discretion, we may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check, official check, or other official item) at a Member Center if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or a safety risk. We may require that such withdrawals be made by appointment. We are not responsible for providing for your security in such transactions.

7.7 Post Dated and Stale Dated Checks

We may pay any check without regard to its date. We maintain the option either to pay or dishonor any stale dated check (i.e., more than six months old) upon presentation to us. You agree not to deposit checks, drafts, or other items before they are properly payable. You agree that we will not be liable to you for charging your account before the indicated date on a properly payable but postdated check.

7.8 Certificate Accounts

Any time deposit or Share Certificate Account we offer is subject to terms of this agreement, the Rate Sheet and General Fee Schedule, any separate Share Certificate Account Agreements, and the Account Deposit Receipt for each Share Certificate Account, the terms of



which are incorporated herein by reference.

7.9 Stop Payment Orders

- a) **Requesting a Stop Payment:** You may request a stop payment order on any check drawn on your account that has not been paid or certified. A stop payment order is effective for six months. Renewals must be in writing. We do not have to notify you when a stop payment order expires. To be binding, an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action. A release or cancellation of a stop order may be given by any person who is authorized to draw checks against the account.
- b) **Liability:** Fees for stop payment orders are set forth on the General Fee Schedule. You may not stop payment on any certified check, cashier's check, official check, teller's check, or any other check, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorneys' fees, damages or claims related to our refusing payment of an item, including, but not limited to, claims of any multiple party account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.

7.10 Check Information

You agree that we can disregard any information on a check other than MICR encoded data, amount, signature of drawer, and identity of payee. You authorize us to honor any Items bearing your account number if you disclosed that account number to the payee or any representative, affiliate, or party associated with the payee, whether or not the Item is signed by you. You agree that we may presume that authorization was obtained by the issuer of the Item if you voluntarily give your account information to the issuer. You are responsible for all properly payable Items.

7.11 Credit Union Liability

If we do not properly complete a transaction according to this Agreement, we will only be liable for your actual losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; (4) your account funds are subject to legal process or other claim; or (5) as otherwise provided in this Agreement. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearing House rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

7.12 Right of Setoff and Security Interest

You agree that we have the right under the law, called "set-off" and under this Agreement you grant us a security interest in your accounts, except for your HSA, IRA or a tax-deferred Keogh Retirement Account. The security interest granted in this Agreement is consensual and is in addition to our right of set-off. You agree that we may, unless prohibited by law, use the funds in your account to pay off any obligation or debt, whether direct or indirect, as borrower, guarantor, endorser, or otherwise, you have with us. If your account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt, without notifying you in advance. Similarly, each joint owner agrees that we may use the money in their individual accounts to satisfy obligations in the joint account without notifying you in advance. We may use the money to pay the debt even if withdrawal results in an interest penalty or dishonor of checks. Our right of set-off and security interest are automatic and superior to any claims on the account arising through a right of survivorship.

7.13 Legal Process

If any legal action such as a tax levy, attachment, garnishment, etc. is brought against your account, we may pay out the funds according to the terms of the action or refuse any payout until the dispute is resolved. We may also refuse to allow you to make any withdrawals until the dispute is resolved. We will not be liable to you if such payment of funds or placing a hold on the account leaves insufficient funds to cover outstanding checks. If the account is a joint account, the entire account will be subject to legal process for the debt of either joint owner, regardless of who contributed the funds to the account. Any expenses or attorneys' fees we incur responding



to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien, right of set-off, and/or security interest.

7.14 Account Information

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law, a government agency, or court order; or (4) you give us written permission.

7.15 Notices

- a) **Name or Address Changes:** You are responsible for notifying us of any address or name change. We are only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address. If we attempt to locate you, we may impose a service fee as set forth on the General Fee Schedule.
- b) **Notice of Amendments:** Except as prohibited by applicable law, we may change the terms of this Agreement and the other Account Documents at any time. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c) **Effect of Notice:** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Electronic notices or statements become effective when we electronically mail them to you or post notice on our website. Notice to any account owner is considered notice to all account owners.
- d) **Waiver of Notice:** By signing the Account Card or maintaining an account, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if a check that you deposited is dishonored and returned, we are not required to notify you of the dishonor.

7.16 Taxpayer ID Numbers and Backup Withholding

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

7.17 Statements and eStatements

- a) **Contents:** If we provide a periodic statement for your account, we will mail your periodic statement to the most recent address you have provided to us, or we will provide our statement electronically to you. The statement will contain a description of your transactions and activity in your account during the statement period as required by applicable law. For checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even though the checks do not accompany the statement. Additionally, you agree that our retention of the checks does not alter or waive your responsibilities to examine your statement.
- b) **Examination:** You are responsible for examining each statement and reporting any irregularities to us, and the statement is considered correct unless you notify us promptly after any error is discovered. You agree that we will not be liable if you fail to exercise ordinary care in examining your statements. We will not be responsible for any discrepancy such as, but not limited to, deposits, withdrawals, forgeries, alterations, or unauthorized items drawn on your account if: (1) you fail to notify us within thirty 30 days of the statement mailing or made available to you date ; or (2) these items were drawn without authority or altered so cleverly (as by unauthorized use of a facsimile signature machine, electronic signature or otherwise) that the lack of authorization or alteration could not be detected by a reasonable person. Member assumes all liability for unauthorized signatures produced by a facsimile signature device or stamp.



- c) **Notice to Credit Union:** If you fail to receive a periodic statement you agree to notify us within 14 days of the time you regularly receive a statement.

7.18 Inactive Accounts

If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the General Fee Schedule during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the General Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at the most recent address you have provided to us. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to accounts payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

7.19 Special Account Instructions

You acknowledge and agree that if you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or we may require written agreement, including, but not limited to, your agreement to indemnify us or post a bond or other protection.

7.20 Restriction or Termination of Account

We may restrict or terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) the owner has violated the terms of Credit Union membership; (7) there has been any misrepresentation or any other abuse of your account; (8) your account or funds become involved in any dispute or legal proceedings; or (9) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

Your access to any services described herein or otherwise offered to you may be limited due to circumstances beyond our control as well as system outages, errors, backlogs, safety concerns, or suspected fraud or illegal activity. We may decline or prevent transactions to or from your account to protect you, the Credit Union, and our membership as a whole, or to comply with legal requirements. Credit Union may decline or prevent any or all transactions to or from your account.

7.21 Termination of Membership

You may terminate your membership by giving us notice. You may be expelled or terminated from membership for any reason allowed by the Articles and applicable law, including, but not limited to, causing a loss to the Credit Union or if you engage in conduct that is abusive or threatening to the Credit Union and/or its membership.

7.22 Death or Incompetence

Neither the death nor legal adjudication of incompetence revokes our authority to accept, pay or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for 10 days after the death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

7.23 Severability

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of the Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are to be construed as part of the Agreement.

7.24 Enforcement

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

7.25 Governing Law and Venue

Except as otherwise provided, this Agreement is governed by and shall be construed in accordance with the laws of the state of Ohio



regardless of any choice of law principles. Subject to Section 7.26 below, any action by you to enforce this Agreement shall be commenced exclusively in the Common Pleas Court of Greene County, Ohio. You acknowledge and agree this section shall apply regardless of where you physically are in the world when your account was opened, or where you may reside after your account was opened. You further acknowledge and agree this section shall apply regardless of what type of claim you may allege against the Credit Union, including but not limited to contract, tort, regulatory, data breach, statutory, fiduciary duty breach, etc. Finally, should you commence any action against the Credit Union in any venue other than the Common Pleas Court of Greene County, Ohio then you acknowledge and agree you will be liable to the Credit Union for its costs, including reasonable attorney fees, of defending any such action.

7.26 Arbitration of Claims and Disputes and Waiver of Class Action Provision

a) **Binding Arbitration and Class Action Waiver:**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

b) **Agreement to Arbitrate Disputes:**

Either you or we may elect, without the other's consent, to require that any dispute between us concerning your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

c) **Disputes Covered by Arbitration:**

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as "Claims".

An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

d) **No Class Action or Joinder of Parties:**

YOU ACKNOWLEDGE THAT You and we agree that no class action, class-wide arbitration, private attorney general action, or other proceeding where someone acts in a representative capacity, may be pursued in ANY arbitration OR IN ANY court proceeding, REGARDLESS OF when THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

e) **Right to Reject this Resolution of Disputes by Arbitration provision:**

You have the right to opt-out of this agreement to arbitrate if you tell us within 30 days of the opening of



your account or the mailing of this notice, whichever is sooner. To opt-out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: Wright Patt Credit Union Attention: Legal Department, 3560 Pentagon Blvd., Beavercreek, Ohio 45431-1706. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

f) **The Arbitration Proceeding:**

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

g) **Costs:**

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

h) **Right to Resort to Provisional Remedies Preserved:**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

i) **Severability, Survival:**

These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

7.27 Limitation of Liability

The limitations of damages and liability set forth in this Section are fundamental elements of the basis of the bargain between the Credit Union and you. You acknowledge and agree the Credit Union would not be able to provide your services on an economic basis without such limitations.

Unless otherwise required by law, the Credit Union cannot and will not be liable to you for: (i) errors, acts or failures to act of others, including other entities, banks, credit unions, or other financial institutions, communications carriers or clearinghouses, through which your transfers or transactions may be made or information received or transmitted, and no such entity shall be deemed an agent of the Credit Union, (ii) any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communications networks, legal constraints or other events beyond the Credit Union's control, or (iii) any special, consequential, indirect or punitive damages, including, without limitation, lost profits or attorney's fees whether or not (1) any claim for these damages is based on tort or contract or (2) the Credit Union knew or should have known the likelihood of these damages in any situation. The Credit Union makes no representations or warranties other than those expressly made in this Agreement.

IF YOUR CLAIM(S) AGAINST THE CREDIT UNION IS BASED UPON A FEE OR FEES CHARGED BY THE CREDIT UNION TO YOU FOR ANY REASON OUR LIABILITY SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES PAID BY YOU TO THE



CREDIT UNION DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU NOTIFIED THE CREDIT UNION OF YOUR CLAIM.

