#### **MEMBERSHIP AND ACCOUNT AGREEMENT**

This agreement covers the rights and responsibilities concerning your account offered to you by the Lincoln SDA Credit Union and the rights and responsibilities of the Lincoln SDA Credit Union. In this agreement, the words "you" and "yours" mean anyone who signs an account card or account change card. The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share or other accounts you have with the credit union. The word "beneficiary" means one or more beneficiary(s)/POD(s) you designate on your account. The term used "POD" designates Payable on Death. The classification and form of ownership of your account are set forth on your account card. By signing an account card, each of you, jointly or severally, agree to the terms and conditions in this agreement and account card, the Funds Availability Disclosure, the Electronic Funds Transfer Disclosure, the Truth-in-Savings Disclosure, the Rate and Fee Disclosure if applicable, the credit union bylaws and policies, and any amendments of these documents from time to time which collectively govern your membership and accounts.

#### 1. Membership

a. Eligibility: To be eligible for membership in the Lincoln SDA Credit Union you must be an individual qualifying within the Credit union's field of membership and must purchase and maintain at least five (5) shares as required by the credit union bylaws.

b. Identification, Social Security Number, and Backup Withholding: To join the Lincoln SDA Credit Union, open, own, be on an account and apply for or use a service, in addition to providing us with your current name, residential (physical) address (if different from your mailing address), phone number and birth date, we will require you to provide us with current government issued picture identification and a correct Social Security Number, certifying for IRS reporting purposes that the number matches the name and address, indicating you are currently subject to backup withholding and that you are a U.S. citizen or U.S. person. For your and our protection, you agree that we may retain a copy or image of your current government issued picture identification for any and all transactions or matters related to your account or services. If the IRS indicates that there is a problem with the name and number provided by you or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividend, interest, or other payment to the IRS.

c. Authorization to Obtain Information: You agree that we may verify your employment and check your credit history, which includes obtaining reports from third parties and credit reporting agencies, to confirm your eligibility for accounts and services we may offer.

#### 2. Account Ownership and Survivorship

a. **Opening an Account**: Upon opening an account, you acknowledge that we have explained and that you have indicated your choice for the ownership and survivorship features. You may open an account either by yourself referred to as an "individual account" or with

another person or persons referred to as a "joint account" with survivorship or without survivorship. (We recommend the "with survivorship" option)

b. **Individual Account:** An individual account is an account owned by you alone, which you as the account owner use during your lifetime. Upon your death, the funds in the account will go either to a designated beneficiary or to a legal representative subject to the terms of your contract with the credit union. Upon your death, the beneficiary will be entitled to the funds in the account upon proof of your death and presentment of proper identification. If you designate more than one beneficiary on the account, each will be entitled to his or her equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of beneficiaries designated on the account and the beneficiaries will own those funds without right of survivorship. If the beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.

c. Joint Account: A joint account is an account owned by two or more persons who possess equal rights to conduct transactions on the account. Each account owner owns the multiple owner account with right of survivorship. This means that when one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this contract. Upon the death of the final owner, the funds in the account belong to beneficiary on the joint account or the legal representative subject to the terms of your contract with the credit union. If you designate more than one beneficiary on the account, each will be entitled to his or her equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of beneficiaries designated on the account, and the beneficiaries will own those funds without right of survivorship. If a beneficiary on the account dies before you, it is your responsibility to notify us and make any changes to the account. Any owner acting alone may conduct transactions on the account, and each owner is authorized to act for all other owners on the account for all transactions on the account. Any owner may sign and guarantee the signature of any and all other owners on the account for all transactions. Each owner understands that any owner acting alone may close the account. While any owner may close the account acting alone, we may require all owners to consent in writing to the addition or removal of any owner on the account. All owners agree that we have no duty to notify the owners of the account of any transactions engaged in or closure of the account by any owner acting alone. All owners, either alone or together, are liable for all transactions on, changes to and closure of the account and for any charges, fees, losses or liabilities incurred for any transaction on, changes to or closure of the account regardless of which owner conducted or benefitted from the transaction, change, or closure. If any owner owes us money for any reason, we may enforce our rights against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

d. Accounts Owned by or for People less than 19 Years of Age: Any person less than nineteen (19) years of age may open and own an account with us, may conduct transactions on the account, and agrees to the terms, responsibilities, and liabilities of this contract. You agree that we may require any person less than nineteen (19) years of age, who wishes to own an account with us, to have an owner on the account who is at least nineteen (19) years of age or older, who will be jointly and individually liable to us for any and all transactions on the account and who agrees to the terms, responsibilities and liabilities of this contract.

e. Accounts Owned by Custodians for Minors Under the Uniform Transfers to Minors Act: You may open and own an account to hold the funds of a minor (a person less than twenty-one (21) years of age) under the state's Uniform Transfers to Minors Act. The account is a one owner account owned by you as a custodian, in which you as the account owner-custodian hold funds for the exclusive right and benefit of a minor, unless otherwise allowed by state law. Though dividends/interests paid to the account are reported under the minor's name and Social Security Number, you as the custodian are the owner of the account on behalf of the minor and, barring a court order, are the only person who is entitled to conduct transactions on the account, change and close the account. If you wish to designate a successor custodian on the account, you may ask us to include that person's name as a beneficiary on the account, and that person can claim the funds in the account as a successor custodian in the event of your death. When the minor reaches twenty-one (21) years of age, it is your responsibility, and not our responsibility, to pay the funds in the account to the minor. You, as custodian, will still be the only owner of the account.

f. Power of Attorney: If you give a person power of attorney, you agree that we may require that person to prove the authenticity of the power of attorney, and both his or her authority to act as your attorney-in-fact and his or her identity as your attorney-in-fact before allowing the attorney-in-fact to open, conduct transactions on, or change or close an account. Additionally, if we choose to rely on your power of attorney, both you and your attorney-in-fact agree to indemnify, defend and hold us harmless for any loss, damage, claim or liability that occurs as a result of our reliance on the power of attorney. You agree that we may require the attorney-in-fact to sign a statement acknowledging the obligation to indemnify, defend and hold us harmless as well as the attorney-in-fact's agreement to this contract. Alternatively, you agree that we may require that an attorney-in-fact be designated as an agent on your account. If we need to seek professional advice to review your power of attorney for opening, maintenance or closing the account, or for any transaction on the account, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of your power of attorney. Alternatively, you agree that we may refuse to recognize the authority of a person with a power of attorney, if we determine that we cannot reasonably rely on the power of attorney and the person claiming to be your attorney-in-fact, unless otherwise required.

#### 3. Deposits to Your Account

a. **Summary of Our Service:** You understand that when we take checks, drafts or items that you wish to deposit that are not drawn on us, we are providing you a service in that we are saving you the time and expense of having to present the checks, drafts or items to the institution they are drawn on in person. In return for this service, you understand and agree that we may hold the funds represented by your deposit for a period of time, as explained in our Funds Availability Disclosure. Additionally, if the hold on your deposited funds is for an extensive period of time, we will provide you with notice of the status of your deposit and when the funds availability will be determined. While we want to provide you with the service of taking deposits, you understand that we place holds on funds represented by your deposit so that you do not become indebted to us for the amount of the deposit if a check, draft or item is dishonored, returned or claim is made on the deposited funds. If you do not want us to provide this service and place a hold on the funds represented by your deposit, please tell us before we have

processed the check, draft or item and we will return it to you so that you can obtain payment elsewhere. Further, you agree for your and our protection that, following your deposit and before processing the check, we may return the deposited check, draft or item to you so that you can obtain or recover payment elsewhere. Finally, you understand that whenever you make a deposit with us and the deposit is dishonored, returned or claim is made on the deposited funds, you are obligated to reimburse us for the amount of the deposit and any costs and fees as stated in this contract in general and in the Rate and Fee Disclosure specifically.

b. How You Can Deposit Funds: You may deposit funds to your account by any means we permit, including in person, by check in the mail and by automatic transfer.

c. Our Rights upon Your Deposit: You understand that by offering to accept your deposits, we are providing a service to you and that we accept, provide credit for, hold funds related to the amount of the deposit, refuse, reject or return the deposit as we believe necessary for your and our protection. The availability of funds from your deposit may be held for a period of time depending on the type of deposit (cash, check, wire, etc.) and circumstances surrounding the deposit (the amount of the deposit, the source of the funds, etc.). Following your deposit and before processing the check, draft or item for collection and payment, should we believe that the deposited check, draft or item may be dishonored, returned or subject to a claim, you agree that we may return the deposited check, draft or item to you so that you can obtain or recover payment elsewhere. If we choose to hold the funds from your deposit beyond any applicable hold period stated in the Funds Availability Disclosure, we will notify you about the reason for and the length of time of the hold. If you do not want a hold placed on the funds from a deposited check, draft or item, please tell us before we have processed the check, draft or item and we will return the check, draft or item to you so that you can obtain or recover payment elsewhere.

d. Authority to Negotiate Checks and Endorsements: We may accept checks, drafts and other items for deposit into any of your accounts. Checks deposited should be endorsed by you for your protection, though we may allow you to deposit them without your endorsement. If the account is a joint owner account, each owner may endorse checks for each another. For your and our protection, you agree that we may confirm the endorsement on any check that we take for deposit, and may require you to carry out specific endorsement requirements for business, insurance or government checks before taking those checks for deposit. We may require proof of your authority to endorse any check on behalf of another person or organization before taking the check for deposit.

e. How to Endorse Your Check: When you receive a check made payable to you and wish to deposit that check in your account with us, we recommend that you endorse (sign) the back of the check with the words "For Deposit" and then sign your name beneath that language and, beneath your signature, write your account number. Endorsing the check in any other manner may risk your account not being credited for the check. You agree not to deposit any substitute check or similar item that you have created or for which no financial institution has provided the substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses that we incur in connection with the substitute check or item. You further agree not to deposit any substitute check without our consent. Your endorsement must go on the back of the check at the top edge (and be no more than one and one-half  $(1\frac{1}{2})$  inches from the back top edge of the check). You understand and agree that we may ignore any other language or

markings within or outside of your endorsement space on the check or draft and that you will be responsible for any loss that results due to a delay or error in processing the check or draft for payment caused by endorsements, language, or markings inside or outside of the designated endorsement space. Please use dark permanent ink (preferable black ink) to endorse your checks. You should also write your account number below the endorsement. You agree that you are responsible for any losses for a check you deposit if you do not use a dark permanent ink when endorsing the check.

f. Acceptance of Checks for Deposit Is a Service to You: In handling checks, drafts, items or money for deposit or collection, we are providing you a service (assisting you in collecting payment for the deposit) and act only as your agent, and assume no responsibility for the check, draft or item beyond that of the use of ordinary care. We are not responsible for any deposit sent by mail until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. You understand and agree that we have the right to send any deposited check, draft or item for collection, which means we will hold the funds represented by the check, draft or item until the check, draft or item is finally paid. You further understand and agree that we have the right to charge your account for any check, draft or item taken for deposit should it become lost in the collection process.

g. Your Options for Direct Deposit: We offer direct deposit options that allow you to preauthorize deposits to your accounts (such as payroll, Social Security, retirement or other government deposits) or preauthorize transfers from your accounts with us. You agree that we may refuse and return any or all funds transfers. Should we be required to reimburse the federal or state government for any benefit payment directly deposited into your account, unless otherwise prohibited, you agree that we may deduct the reimbursed amount from your account, and may recover any amount owed according to the terms of this contract. If you file for bankruptcy and do not cancel any direct deposit authorization to your accounts, you agree that your employer should continue to make and that we should continue to apply your direct deposits according to the instructions you have given us.

h. When Your Deposits will be credited to Your Account: Deposits to your account will generally be credited on the business day of the deposit, unless the deposit is made after 2:00 P.M. on Friday, or Saturday, Sunday or holidays, in which case, your deposit will be credited to your account on the next business day we are open. Deposits of coin or currency will not be finally credited until we have counted and confirmed the amount. Checks, drafts or items drawn on an institution or organization located outside the United States are handled on a collection basis only and, if accepted for deposit, the deposited funds will likely be held for an extended period of time.

i. Erroneous Deposits to Your Account: If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, Automated Clearing House transfer, wire transfer or otherwise), you understand and agree that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you further understand and agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit and any costs and fees as stated in this contract and its Rate and Fee Disclosure.

j. Deposits Not Paid and Returned, and Claims on Deposits: All deposits or other credits (including checks, drafts items, Automated Clearing House ("ACH") transfers, wire transfers, etc.) credited to your account are conditioned on being paid (provisional), which means that if we do not receive final payment on any deposit, we will charge your account for the amount of the item and a return fee as stated in the Rate and Fee Disclosure. Additionally, if we incur a fee or any expense to collect any item, we may charge that fee or expense to your account. After we have received final payment, we refer to these deposits as collected items. If any check, draft or item deposited to your account is returned to us unpaid, we have the right to charge back against your account the amount of the unpaid check, draft or item in addition to any fee incurred as stated in the Rate and Fee Disclosure, whether the amount of the check, draft or item was available for your use or not. If any check, draft or item you deposit in your account is returned to us for any reason, you waive your right to any notice of nonpayment or dishonor for the check, draft or item. You agree that we may pursue collection of a previously dishonored check or not paid check, draft or item at any time, including giving a payor-drawee financial institution extra time beyond any midnight deadline limits. Additionally, if anyone else makes a claim against us based on a check, draft or item you have deposited (including, but not limited to, claims for breach of warranty based on forged or missing endorsements, for alteration or for conversion), we may charge your account for the amount of the check, draft or item even if you have already received final credit and have already withdrawn the funds.

k. Endorsements by Family Members, Friends, or Employees: If a family member, friend or employee endorses a check made payable to you, any person or organization, you authorize the endorsement of the check as your endorsement and agree that you will address the matter to recover any loss for the endorsement of the check with the family member, friend or employee. You understand and agree that you are in the best position to address the endorsement with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the credit union.

#### 4. Account Access

a. Authorized Signature: Your signature on the account card authorizes your account access. The credit union will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. We may also honor any draft that appears to bear your facsimile signature.

b. Access **Options:** You may withdraw or transfer funds from your account in any manner we permit. We may return as unpaid any draft drawn on a form we do not provide and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

c. Credit Union Examination: The credit union may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

### 5. Transaction Limitations

a. Account Transfer Limitations: On all share accounts we will allow you to make up to six (6) preauthorized, automatic or Internet transfers to another of your accounts or to the account of any other person or organization during each calendar month. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any calendar month, we can refuse or reverse the transfer, close your account and charge a fee as stated in the Rate and Fee Disclosure. Transactions that are not covered by these limitations include (1) transfers from your account to pay a loan with us and (2) transfers to your other accounts with us or withdrawals by check mailed directly to you, if the transfer or withdrawal is conducted in person or by mail.

b. Account Transaction Volume Limitations. We may limit the number of items deposited and the frequency of deposits and other transactions that you can make each day to your account. The date we use to determine the number of transactions is the date a transaction is completed by us rather than the date you initiate the transaction. Should the transactions on your account exceed the limitations we establish, we may limit your account transaction activity, charge a fee as stated in the Rate and Fee Disclosure or close your account. You agree that if we allow or honor a transaction that exceeds these restrictions (a nonconforming transaction) we are not required to allow or honor any future transaction that exceeds these restrictions.

c. Limits on ATM Transactions: For your and our protection, we may limit the amount of cash withdrawals at automated teller machines (ATMs).

### 6. Account Information

a. **Privacy Policy:** The Lincoln SDA Credit Union will protect all personal information that is obtained in order to conduct business. The credit union will maintain strong security controls to ensure that information in the file is protected. The credit union will always allow the owner access to his or her information, allowing him or her to review the information and make necessary changes to ensure that the credit union records are complete and accurate. Any information received through credit reports will be done by the owner's authorization at time of loan application and cannot be given to the owner directly. Such report must be requested by the owner(s) from his or her local credit bureau. The credit union will only give out account information to the account owner, joint owner and/or authorized agent. (Member must give written permission when allowing an authorized agent to obtain information.) The credit union will not share information to any source outside the credit union to administer products and services nor will the credit union sell any information to telemarketing firms. Proper notification will be given if any portion of this privacy policy were to change at any point in time. The credit union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of an account in accordance with applicable law; (3) such disclosure is in compliance with the law, government agencies or court orders; (4) the owner gives us written permission. You understand and agree that you may be charged an hourly research fee for any time spent by the credit union addressing your requests and those of an authorized third party's demand or request for your information, as stated in the Rate and Fee Disclosure. We charge fees so that each member is responsible for the expense of each service or transaction used or incurred by that member, rather than imposing that cost on all members of the credit union. You understand and agree that we may change account fees from time to time and that we will notify you of such changes as required.

b. Account Rates and Fees: The credit union pays earnings as set forth in the Truth-in-Savings Disclosure. We may change the Truth-in-Savings Disclosure at any time and will notify you as required by law.

c. Notices: It is your responsibility to notify the credit union in writing upon a change of address or change of name. If the credit union attempts to locate you, the credit union may impose a fee as set forth in the Rate and Fee Disclosure. Any written notice you give to the credit union is effective when it is actually received by the credit union.

d. **Inactive Accounts:** If the credit union is unable to contact you by regular mail, we may classify your account as inactive. Unless prohibited by applicable law, we may charge a fee as set forth in the Truth-in-Savings Disclosure for processing your inactive account. 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.

e. Special Account Instructions: You may request that we facilitate certain trust, will or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. We may refuse to follow your instructions or may require you to indemnify us if we believe any instructions might expose us to claims, lawsuits, expense, liabilities or damages, whether directly or indirectly. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed account change form and accepted by us.

f. Account Insurance Coverage: We are committed to providing a safe and sound capital structure through the retention of earnings to assure the protection of our members' savings and deposits. In addition to the strength of our capital, members' funds are insured at a minimum of \$250,000 per member-depositor by the National Credit Union Share Insurance Fund (NCUSIF).

g. **Termination of Membership:** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share and closing all your accounts. You may be denied services for causing a loss to the credit union or you may be expelled for any reason as allowed by applicable law.

h. **Death of Account Owner:** The credit union may continue to honor all transfers, deposits and other transactions on the account until the credit union is notified of the member's death. Once the credit union is notified of a member's death, the credit union may pay drafts or

honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the credit union receives instructions from any person claiming an interest in the account to stop payment on the drafts or other items. This agreement will be binding upon any heirs or legal representatives of any account owner.

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

j. **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, cost or expense from your account without prior notice to you. If we bring a legal action to collect any due amount or to enforce this agreement, we will be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding and any post judgment collection action.

k. Governing Law: This agreement is governed by the credit union's bylaws, federal laws and regulations, applicable principles of contract law and regulations of the state of Nebraska as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this agreement will be brought in the county in which the credit union is located.

1. Negative Information Notice: We may report information about your loan, share or deposit accounts to credit bureaus (i.e., - late payments, missed payments or other defaults on your accounts).

m. Credit Union Liability: If the credit union does not properly complete a transaction according to this agreement, the credit union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise proved by law. The credit union will not be liable; (a) through no fault of the credit union, your account does not contain enough money to make the transaction; (b) circumstances beyond the credit union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The credit union will not be liable for consequential damages, except liability for wrongful dishonor. The credit union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letter, clearing house rules and general banking practices followed in the area served by the credit union. You grant the credit union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this account agreement. Any conflict between oral representations by you or credit union employees and any written form will be resolved by reference to this agreement and applicable written form.

n. **Pledge/Statutory Lien:** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest in all accounts you have with the credit union now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account to the extent of the outstanding balance of the lien. Otherwise, funds in your pledge account may be withdrawn unless you are in default. Federal

and/or state law gives us a lien on all shares and dividends and all deposits and interest in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account to satisfy your obligation, we may place an administrative freeze on your account in order to protect our statutory lien rights and may apply the funds in your account to satisfy your obligations that are in default, we do not waive our right to enforce these rights at a later time.

o. Legal Process: If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the credit union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the action. If the credit union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the credit union's lien and security interest.

p. All Accounts Are Non-Transferable, Non-Assignable, and Non-Negotiable: Your account with us is non-negotiable, non-assignable, and non-transferable to another person or organization, which means that you may not endorse, negotiate, transfer, secure or pledge any of your account to a person or organization other than us for any reason. Unless a person's name appears on the account card, he or she will be denied access to the account unless otherwise required.

q. Stop Payment Orders: You may request us to stop payment on any check drawn on, or ACH debit scheduled from, your account. If you notify us to stop payment on a check, that order will be effective only if it allows us a reasonable amount of time to act on the order to not pay and return the check or ACH, and you provide us with your name and account number, the check or ACH number, the date of the check or ACH and the amount of the check or ACH. You understand that failure to provide us with either a timely stop payment order that allows us a reasonable amount of time to not pay the check or ACH or the complete and accurate information about the check or ACH and the account as required may result in payment of the check or ACH. If you provide us with a timely stop payment order and complete and accurate information about the check or ACH and the account, we will stop payment on and return the check or ACH and charge you a fee as stated in the Rate and Fee Disclosure. You may provide us with an oral stop payment order that will expire after fourteen (14) days unless you confirm that order in writing, in which case the notice will be effective for six (6) months, and can be renewed for an additional six (6) months for a fee as stated in the Rate and Fee Disclosure. You understand and agree that we have no duty to notify you when your stop order will or has expired. You understand that although payment of the check may be stopped, you may be subject to legal action brought by any and all persons who, and organizations that have possession of your returned check. In the unlikely event we pay a check or ACH over a timely, accurate and complete stop payment order and are required to credit your account, you agree to sign a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or organizations to recover our loss. You understand that if you repeatedly place stop payment orders on your checks that would otherwise be returned for

insufficient funds, we may consider that account abuse and may close your account under this contract. If we issue to you one of our checks and you endorse that check over to another person and, afterwards, you do not want that person to receive payment for the check because you are displeased with the person or the transaction the check was issued for, we will not be able to stop payment on the check. It is your sole responsibility to ensure that you want the person to receive payment for the check before you endorse the check over to that person. If you have any doubt about the person do not endorse the check over to that person, since we will not be able to refuse to pay the check. If one of our checks in your possession is purportedly lost, stolen or destroyed, or one of our checks is lost in the mail to you, you agree to sign a statement to that effect and wait ninety-one (91) days from the date of the check to receive a replacement check for our check that was lost, stolen or destroyed.

r. ACH and Wire Transfers: Except as amended by this contract, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state of Nebraska. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer according to the Rate and Fee Disclosure. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we are required by law to pay interest to you, you agree that the rate of interest will be the lowest available nominal dividend or interest rates paid on accounts during the time interest payments are required. Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cut off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations and amendments and if received after a cut off time, may be treated as having been received on the next following funds transfer business day. Information about any cut off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

s. Statements: You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. You agree that only one statement is necessary for a joint account. For a share draft or checking account, you understand and agree that your original draft, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by us or be 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 sent to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is sent to you, even if the drafts do not accompany the statement. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned or otherwise fraudulent items drawn on your account, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. You agree that the credit union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

t. **Certificate Accounts:** Any time deposit (share certificate) is subject to the terms of this agreement and the Truth in Savings Disclosure. We may impose a penalty if you withdraw any of the principal before the maturity date or the renewal date, if this is a renewal account. Penalties can be found in the Rate and Fee Disclosure. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet been paid, the penalty will be deducted from the principal. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: (a) when the account owner dies; or (b) when the account owner is determined legally incompetent by a court or other body of competent jurisdiction. The account is automatically renewable. Your amount is non-transferable and non-negotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the credit union. If you have any questions or require current rate information on your account, please call the credit union. 1-800-244-7168 or local 489-8886.

### SHARE DRAFT ACCOUNTS

The applicant's previous record must reflect an ability to properly handle and maintain an account of this nature. The applicant must be a member in good standing with good payment history at the time of application. (No more than two adverse account on a current credit check.) If an applicant is not of legal age, his or her parent (guardian) of legal age must be joint applicant. A share draft account agreement must be executed and kept on file at the credit union. A minimum deposit of \$25 must be deposited and maintained. The credit union will make no refunds on printed or unused checks. All checks are truncated and copies of paid checks are

retained by the credit union's draft processor. The credit union will provide monthly statements showing the date, dollar amount and date of check(s) written. An account will be terminated: (a) the member has six (6) NSF checks in two (2) months; (b) no activity in the previous twelve (12) months; (c) change in owners or authorized signers; (d) forgery or fraud reported or committed involving the account; (e) dispute as to the ownership of the account or of the funds in the account; (f) share drafts lost or stolen; (g) excessive returns not covered; (h) misrepresentation or any other abuse of any of your account; (i) or credit union deems it necessary to close the account to prevent a loss. Proper notification will be given by the credit union if necessary. We are not responsible for payment of any draft, withdrawal or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us. If a check(s), your checkbook, a box of checks or your check card is lost or stolen, call us immediately at 402-489-8886. The sooner you contact us, the less liability you will have for unauthorized transactions on your account and the sooner we can provide you with new checks, etc., if applicable. If, on any day, the funds in your share draft account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures. The credit union has no duty to notify you of an insufficient funds draft. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Disclosure. Except as otherwise agreed in writing, the credit union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the credit union pays a draft or imposes a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits. The credit union does not have to honor any postdated or stale dated drafts. You agree not to deposit drafts, checks or other items before they are properly payable. The credit union is under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid, the credit union will have no liability for such payment. You may request us to stop payment on any check drawn on, or ACH debit scheduled from, your checking account. If you notify us to stop payment on a check, that order will be effective only if it allows us a reasonable amount of time to act on the order to not pay and return the check or ACH, and you provide us with your name and account number, the check or ACH number, the date of the check or ACH, the name of the payee and the amount of the check or ACH. You understand that failure to provide us with either a timely stop payment order that allows us a reasonable amount of time to not pay the check or ACH or the complete and accurate information about the check or ACH and the account as required, may result in payment of the check or ACH. If you provide us with a timely stop payment order and complete and accurate information about the check or ACH and the account, we will stop payment on and return the check or ACH, and charge you a fee as stated in the Rate and Fee Disclosure. You may provide us with an oral stop payment order that will expire after fourteen (14) days unless you confirm that order in writing, in which case the notice will be effective for six (6) months, and can be renewed for an additional six (6) months for a fee as stated in the Rate and Fee Disclosure. You understand and agree that we have no duty to notify you when your stop order will or has expired. You understand that although payment of the check may be stopped, you may be subject to legal action brought by any and all persons who, and organizations that, have possession of your returned check. In the unlikely event we pay a check or ACH over a timely, accurate and complete stop payment order and are required to credit your account, you agree to sign a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or organizations to recover our loss. You understand that if you repeatedly place stop payment orders on your checks that would

otherwise be returned for insufficient funds, we may consider that account abuse and may close your account under this contract. If we issue to you one of our checks and you endorse that check over to another person, and afterwards do not want that person to receive payment for the check because you are displeased with the person or the transaction the check was issued for, we will not be able to stop payment on the check. It is your sole responsibility to ensure that you want the person to receive payment for the check before you endorse the check over to that person. If you have any doubt about the person do not endorse the check over to that person, since we will not be able to refuse to pay the check. If one of our checks in your possession is purportedly lost, stolen or destroyed, or one of our checks is lost in the mail to you, you agree to sign a statement to that effect and wait ninety-one (91) days from the date of the check, to receive a replacement check for our check that was lost, stolen or destroyed. We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal will not constitute a wrongful dishonor of the draft and we will have no liability for refusing payment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee.

### CHECK CARD AGREEMENT

1. cuCheck Card: The cuCheck Card is the property of the credit union and is subject to revocation at any time. It must be returned to us by you upon request. You agree that the cuCheck Card issued to you may be impounded automatically by the credit union at any time. You agree that you will be the only one to use the cuCheck Card issued to you and that you will not divulge, give or make available to any other person, even credit union employees, your PERSONAL IDENTIFICATION NUMBER (PIN) either directly or indirectly at any time. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call your credit union immediately. If you believe your card has been lost or stolen, and you tell us within two (2) business days after you learn of the theft, you can lose no more than \$50 if someone used your card without permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card 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, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us on time.

2. **Personal Identification Number (PIN):** The credit union will issue to you, under separate mailing, a PERSONAL IDENTIFICATION NUMBER (PIN) to be used with your cuCheck Card. You agree not to write your PERSONAL IDENTIFICATION NUMBER (PIN) on your cuCheck Card and not to carry your PERSONAL IDENTIFICATION NUMBER (PIN) with you at the same time as you carry your cuCheck Card. You agree to use your best efforts to commit your PERSONAL IDENTIFICATION NUMBER (PIN) to memory.

3. Authorization: We will treat each transaction made with your cuCheck card as having been made or authorized by you. If the account to which the cuCheck Card relates is a joint account, all those transactions will be binding on all parties to the account.

4. Withdrawals/Deposits: You will be assigned a daily withdrawal limit. You agree that you will not use your cuCheck Card to withdraw amounts of money in excess of your balances. Your cuCheck Card is not an ATM card but can be used at any ATM with the applicable agreement of that foreign ATM. When you use an ATM not owned by us, you may be charged \$2.00 for each transaction. See the Rate and Fee Disclosure. The credit union can provide a listing of credit union ATMs with no usage charge. Each ATM should create a receipt at the time of a withdrawal. Recent deposits may not be available for withdrawal through an ATM until verification has been completed. You can also use your cuCheck Card to pay for purchases at places that have agreed to accept the card. You may use your card for up to \$400 each day for transactions at financial institutions and merchants. The credit union is not responsible for when the financial institutions and merchants post their transactions.

5. **Cancellation:** You will have the right to cancel your cuCheck Card at any time upon giving us written notice of such intention and by returning your cuCheck Card to us.

6. **Credit Information:** You authorize the credit union to obtain such credit information relating to you as we deem necessary in order to carry out the terms of this cuCheck Card agreement.

7. Amendment: You acknowledge and agree that this cuCheck Card agreement is subject to change at any time by the credit union. The credit union will provide written notice to you of any change. This notice may be given by mail to your last known address.

8. Service Fees: By application for and/or use of the cuCheck Card, you will be subject to service fees in accordance with fee schedules adopted by the credit union from time to time. Fees will not be refunded due to cancellation or other reasons. Such fees include, without limitation: charges for overdrafts; card replacement fee; cards in excess of two (2); documentation fee; card recovery fee. (See Rate and Fee Disclosure). You hereby authorize the credit union to debit any of your account to cover any or all of the necessary applicable fees.

9. **Statements:** You will receive a monthly account statement if there are any electronic fund transfers during that month. In any case you will receive a statement at least quarterly. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive receipt you can find out whether or not the deposit has been made by calling 1-402-489-8886.

10. Business Days: Our business days are Monday through Friday. Holidays are not included.

11. Summary of Our Liability to You: 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 amount in the account; c) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; d) if the automated teller machine where you are making the transfer does not have enough cash; e) if the transfer; f)there may be other exceptions stated in our agreement with you. VISA cuCheck Cards may not be used for any illegal transactions. This

agreement will be subject to your account agreement and rules and regulations covering the credit union. If any terms of this agreement are determined by a governmental authority to be ineffective, the rest will continue in effect. A waiver by the credit union of any of these terms or conditions on any occasion will not constitute a waiver of the same or any other terms and conditions on any other occasion.

12. Confidentiality: See our privacy policy.

13. In Case of Errors or Questions About Your Electronic Transfers: You must telephone or write us at the telephone number and address given as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account. Exceptions to time periods for recrediting and investigation: a) If you notify us of an unauthorized VISA check card transaction, other than unauthorized use of the card at an ATM, we will provide you with provisional credit for the amount of the unauthorized use within five (5) business days of receiving your notice. We may require written confirmation of the unauthorized use before providing provisional credit and may withhold providing provisional credit, to the extent allowed under applicable laws, if the circumstances or your account history warrants the delay; b) If the notice of error involves a transfer to or from an account within thirty (30) days after the first deposit was made, we will recredit your account within twenty (20) business days for the amount you think is in error and may take up to ninety (90) days to investigate your complaint question. We may require written confirmation of the complaint or question before recrediting your account. We may also take up to ninety (90) days to investigate your complaint or question if the transfer was initiated at a point of sale terminal or was initiated outside the United States. We will tell you the results within three (3) business days after we finish 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. cuCheck Card is part of the following ATM networks: MAC/STAR, Cirrus, and Member Access.

## **ATM Safety Notice**

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATMs):

a) be aware of your surroundings, particularly at night; b) consider having someone accompany you when the ATM is used after dark; c) if another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction; d) refrain from displaying your cash at the ATM. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home; e) if

you notice anything suspicious at the ATM, consider using another ATM or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM card and leave; f) if you are followed after making a transaction, go to the nearest public area where people are located; g) do not write your PIN number on your ATM card; and h) report all crimes to law enforcement officials immediately.

## LINKS TO THIRD PARTY WEB SITES

Any web site you visit by a link from the Lincoln SDA Credit Union's site is solely the responsibility of the provider of that web site. Links that may be accessed via our site are for the convenience of browsers only. The content of, including materials and information contained on any site to which you link from our site, is solely the responsibility of the provider of that web site. Any transactions that you enter into with a vendor, merchant or other party listed in this site or linked from our site are solely between you and that vendor, merchant or other party. The Lincoln SDA Credit Union is not responsible for any such third party content that may be accessed via our site. The Lincoln SDA Credit Union does not endorse the content contained in these sites, nor the organizations publishing those sites, and hereby disclaims any responsibility for such content. If you decide to access linked third party web sites, you do so at your own risk

## TRUTH IN SAVINGS DISCLOSURE

Except as specifically described, the following disclosures apply to Share/Savings/Share Draft Accounts.

1. **Rate Information:** The Annual Percentage Yield is the percentage rate that reflects the total amount of dividends to be paid on an account based on the Dividend Rate and frequency of compounding for an annual period. For Share Certificate account, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the term of the account. The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal will reduce earnings.

2. **Nature of Dividends:** Dividends are paid from current income and available earnings after providing for the required reserves at the end of the dividend period. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the credit union anticipates paying for the applicable dividend period.

3. **Compounding and Crediting:** Dividends for each period will be compounded and credited as set forth in the Rate and Fee Disclosure. The Dividend Period begins on the first calendar day of the Dividend Period and ends on the last calendar day of the Dividend Period.

4. **Balance Information:** The minimum balance required to open each account is set forth in the Rate and Fee Disclosure. Dividends are calculated by the Daily Balance method which applies a daily periodic rate to the principal in the account each day.

5. Accrual Information: Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Dividends will begin to accrue on noncash deposits (e.g., checks) on the business day you make the deposit to your account. Except for a Share Certificate

account, if you close your account before accrued dividends are credited, accrued dividends will not be paid.

6. **Transaction Limitations:** After your account is opened, you may add funds to your account or make withdrawals from your account in any amount as indicated in the Rate and Fee Disclosure. These limitations may be adjusted by the credit union with proper notification.

7. **Maturity:** Your account will mature within the term or at the maturity date set forth in the Rate and Fee Disclosure or the date set forth on your Account Receipt or Renewal Notice.

8. Account Limitations: The account limitations for each account are set forth above. For a Share Savings account in which transfer limitations apply, no more than two preauthorized, automatic or telephone transfers may be made from these accounts to another account of yours or to a third party, in any month, and no more than ten (10) withdrawals may be made by check. If you exceed these limitations, your account may be subject to a fee or be closed.

# FUNDS AVAILABILITY DISCLOSURE

1. General Policy: Our policy is to make funds from your deposits available to you on the same business day we receive your deposit. Funds from cash or electronic deposits may be available immediately.

2. **Reservation of Right to Hold:** In some cases, we will not make all of the funds that you deposit by check available to you on the business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth  $(5^{th})$  business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first  $(1^{st})$  business day after your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

3. Holds on Other Funds: If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. Longer Delays May Apply: We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons: a) reasonable cause to doubt the collectability of a check; b) you deposit checks totaling more than \$5,000 on any one day; c) you deposit a check that has been returned unpaid; d) you have overdrawn your account repeatedly in the last six (6) months; e) emergency conditions that are beyond the control of the credit union, such as a natural disaster, a war, or an interruption in computer service;

f) suspension of payments by another institution. 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 ninth  $(9^{th})$  day after the day of your deposit.

5. Special Rules for New Accounts: If you are a new member, the following special rules will apply during the first thirty (30) days your account is open: a) funds from electronic deposits will be available on the day we receive the deposit; b) funds from deposits of wire transfers, and the first \$5,000 of a day's total deposits of cashier's, federal, state and local government checks will be available on the next business day after the deposit if the deposit meets certain criteria (check must be payable to you); c) funds from all other check deposits may not be available until the ninth (9<sup>th</sup>) business day after the day of your deposit.

6. Foreign Checks: Availability of funds from foreign check deposits will be delayed until we have collected the funds from the institutions on which they are drawn.

7. **Improper Endorsement:** Any check improperly endorsed may be refused for deposit. You accept the liability if the check is deposited and then refused because of any improper endorsement.

### ELECTRONIC FUNDS TRANSFER DISCLOSURE

The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers. Electronic fund transfers (EFTs) are electronically initiated transfers of money involving a deposit account at the credit union and multiple access options, including online account access, direct deposits, automated teller machines (ATMs) and VISA Check Card (cuCheck Card).

1. **EFT Services:** If approved, you may conduct any one or more of the EFT services offered by the credit union.

a) Preauthorized EFT's/Direct Deposit: Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share or share draft account. b) Electronic Check Conversion/Electronic Returned Check Fees: If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. For all share accounts, no more than six (6) preauthorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. c) Preauthorized debits: You may make periodic direct withdrawals from your checking account to a particular person or company, at least periodically, which you have arranged with that person or company, provided you have enough funds in your account to cover the payment. d) If we approve your application for our online account access (HFS), you may use a personal computer to access your account. For this service, you will need a personal computer with access to the Internet. The online address for online access services is www.lincolnsdacu.org. Instructions are given at the time you are approved for this service. You are responsible for the installation, maintenance, and operation of your computer and software. The credit union will not be responsible for any errors or failures involving any of

your computer service, including your Internet service provider, your software installation or your computer. e) The credit union may not immediately receive email communications that you send and the credit union will not take action based on email requests until the credit union actually receives your message and has a reasonable opportunity to act.

2. **Termination of EFT Services:** The credit union reserves the right to terminate any EFT service offered if you or any authorized users of your account breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your account.

## **RATE AND FEE DISCLOSURE**

### **FREE SERVICES**

a) Telephone or in Person Transfers
b) Loan Applications - faxed/via Internet/via mail/in person
c) Address Changes (must be in writing or emailed)
d) Deposits and Withdrawals
e) Direct Deposits (ACH)
f) ACH Origination
g) Vehicle Pricing by Staff - Using NADA online
h) Checks
i) VISA Check Card
j) Notary Public
k) Account Balance Inquire per telephone
l) Online Account Access (HFS)

## FEES

TEES	
Monthly Maintenance	
Deposited Item Return (NSF)	\$30.00
Honored NSF check with pending direct deposit	\$30.00
Check Copy	
Monthly Dormant Account fee (applies after one (1) year)	\$5.00
Per Day continuous negative balance fee	\$2.00
Statement Copy-per page	\$3.00
Stop payment	\$30.00
Outgoing wires	\$30.00
Incoming wires	\$30.00
Money Orders (each)	
Per Hour Account Research	\$30.00
Returned Address Correction	\$3.00
Title by Certified Mail	\$30.00
Overnight Mail (minimum)	\$30.00
Deed of Reconveyance	\$30.00
Foreign ATM Withdrawal	\$2.00
Replacement Check Card or VISA Credit Card	\$5.00
VISA Credit Card Recovery (by merchant)	\$65.00
VISA Credit Card Cash Advance	
VISA Credit Card Late Payment	Up to \$25.00
VISA Credit Card Return Payment (NSF)	Ūp to \$25.00
VISA Credit Card Emergency Replacement Card	\$150.00
VISA Credit Card Statement Copy-per page	\$12.00
Reissue of Title Lien Release.	
Refinance Fee (Consumer Loans)	
Skip Payment Fee	\$25.00

Fees will never be assessed if they are a result of credit union error.

## SHARE SAVINGS ACCOUNT

Dividends compounded daily/credited quarterly	
Dividend Period - Quarterly	
Minimum opening deposit to earn stated APY	\$25.00

### **CHECKING ACCOUNT**

Minimum opening deposit	\$25.00
Minimum balance to avoid service fee	\$25.00

# SHARE CERTIFICATE ACCOUNTS

	6 - Month Share Certificate	12 - Month Share Certificate	24 - Month Share Certificate	9 - Month Youth Saver Certificate
Term	6 months	23 months	24 months	9 months
Minimum Opening Deposit	1000.00	1000.00	1000.00	100.00
Dividends Compounded	Quarterly	Quarterly	Quarterly	Simple
Dividends Credited	Quarterly	Quarterly	Quarterly	Simple
Dividend Period	Quarterly	Quarterly	Quarterly	Term
Additional Deposits	Not Allowed	Not Allowed	Not Allowed	Per Month*
Withdrawals	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Renewal	Automatic	Automatic	Automatic	Renewable
Penalty	30 days interest	90 days interest	180 days interest	30 days interest

\*\$50.00 per month minimum

Call 1-800-244-7168 or 489-8886 for current Dividend Rates and Annual Percentage Yields.