INITIAL CONSUMER DISCLOSURES

FUNDS AVAILABILITY POLICY DISCLOSURE

This Funds Availability Policy Disclosure ("Disclosure") describes your ability to withdraw funds at Members 1st Federal Credit Union ("we," "us," "our," or the "Credit Union"). It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not "transaction accounts" (as that term is defined under Regulation CC (12 C.F.R. § 229.1 et. seq.) for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

This Disclosure is incorporated into and made a part of the Membership and Account Agreement between you and the Credit Union ("Membership Agreement"), and this Disclosure may be amended as provided for in the Membership Agreement.

GENERAL POLICY

Our policy is to make funds from your cash and check deposits available to you on the first business day after we receive your deposit. Electronic direct deposits (ACH) are not available on the date of receipt; they are available based on the settlement date. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Our cutoff time is the close of our business day. If you make a deposit before our cutoff hour 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 on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check available to you the first business day after we receive your deposit in accordance with the general policy set out above. Funds may not be available until the second business day after the day of your deposit, or later as provided for in this Disclosure. However, the first $275.00 of in-branch deposits will be available the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, please ask us when the funds will be available.

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 a check for deposit 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.

ADDITIONAL DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account. The checks deposited may be held for a period of four (4) business days, made available on the fifth business day after the date of deposit for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

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.

Electronic direct deposits will be available on the day we receive the deposit. Funds from deposits of cash and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the next business day that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725.00 will be available on the second 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 $6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date 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 our machines.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure ("Agreement") is the contract which details your and our rights and responsibilities concern-ing the electronic fund transfers (EFT) services offered to you by Members 1st Federal Credit Union ("Credit Union"). This Agreement is incorporated into and made a part of the Membership and Account Agreement between you and the Credit Union ("Membership Agreement"), and this Disclosure may be amended as provided for in the Membership Agreement. In this Agreement, the words "we," "us," and "our" mean the

Credit Union. As used in this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners or any authorized users. As used in this Agreement, the word "account" means any one (1) or more savings, checking or money market accounts you have with the Credit Union. Electronic fund transfers are electronically initiated trans-fers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service described in this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. **EFT SERVICES** — Described in this Section 1 are the types of Electronic Fund Transfers we are capable of providing, some of which may not apply to your account. Please read this disclosure carefully because it describes your rights and obligations in connection with the services described. You should keep this disclosure for future reference. If approved, you may conduct any one (1) or more of the following EFT services offered by the Credit Union.

VISA® DEBIT CARD TRANSACTIONS. You may use your Visa debit card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. You may use your card and personal identification number (PIN) at ATMs of the Credit Union, Visa®, Co-Op Networks®, NYCE® and PLUS® networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on other networks we process on. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, swipe, insert or use tap and go contactless capabilities with your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

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

- Make deposits to your savings, checking and/or money market accounts.
- Withdraw available funds from your savings, checking and/or

money market accounts.

- Transfer available funds from your savings, checking and/or money market accounts.
- Obtain balance information for your savings, checking and/or money market accounts.
- Access your line of credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.
- Send Money transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

The following limitations on Visa debit card transactions may apply:

- You may purchase up to a maximum of $5,000.00 per day if there are sufficient available funds in your account.
- You may withdraw up to a maximum of $1,000.00 in any one (1) day from an ATM machine, if there are sufficient available funds in your account.
- Maximum POS transaction limit is reduced to $1,000.00 if the Credit Union is offline even if there are sufficient available funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers you can make using POS (point-of-sale) transfer services.
- You may transfer up to the available account balance in your accounts at the time of the transfers.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, but we have no obligation, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

EZ Call (Audio Response). If we approve EZ Call (Audio Response) for your accounts, you will need to select a separate personal identification number (PIN). You must use your personal

identification number (PIN) along with your account number to access your accounts. At the present time, you may use EZ Call (Audio Response) to:

- Withdraw available funds from your savings, checking and/or money market accounts.
- Transfer available funds from your savings, checking and/or money market accounts.
- Obtain balance information for your savings, checking and/or money market accounts.
- Make loan payments from your savings, checking, and/or money market accounts if there are sufficient available funds in your account.
- Access your line of credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings, checking, and/or money market accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under EZ Call (Audio Response) via a touchtone telephone only. EZ Call (Audio Response) service will be available 24 hours a day for your convenience. This service may be interrupted for a short time each day for data processing, and may be subject to other unscheduled downtimes.

The following limitations on EZ Call (Audio Response) transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS

Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.

Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your checking or savings account.

Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to

three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for electronic draft/check conversion transactions or preauthorized electronic fund transfers, a written request remains in effect until the withdrawal of the Stop Payment order or until the applicable transaction or transfer (or series of transfers) has been returned, whichever occurs first.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

Members 1st Online. If Members 1st Online is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Members 1st Online to:

- Withdraw available funds from your savings, checking, money market, Supplemental Savings, Goal Savings, Holiday Club and Vacation Club accounts.
- Transfer available funds from your savings, checking, money market, Supplemental Savings, Goal Savings, Holiday Club and Vacation Club accounts.
- Obtain balance information for your savings, checking, money market, Supplemental Savings, Goal Savings, Holiday Club and Vacation Club accounts.
- Make loan payments from your savings, checking, money market, Supplemental Savings, Goal Savings, Holiday Club and Vacation Club accounts, if there are sufficient available funds in your account.
- Access your line of credit accounts.
- Make bill payments to preauthorized creditors.
- Open other products.
- Select other services.
- Transfer money Account-to-Account (A2A). Transfer funds to and from other financial institutions.

- Send money Person-2-Person (P2P).
- Use mobile deposit services.

If you use Members 1st Online to transfer available funds, the following limits may apply when transferring funds between Members 1st accounts:

- There is no limit on the number of transfers per day, if you do not exceed the maximum dollar amount allowed
- Maximum dollar amount allowed:
  - Unlimited if you are an owner on the receiving account
  - $5,000 if you are not an owner on the receiving account
- The maximum dollar amount allowed can be transferred only if you have sufficient available funds in your account.
- We may change the maximum dollar amount allowed for transfer if we deem it necessary to protect, maintain, or restore the security of your account(s) or our electronic transfer system from fraud and the like. Should this occur, we will provide notice to you as required by applicable law."

Your accounts can be accessed under Members 1st Online/ PC access service via personal computer or your mobile device with web access. Members 1st Online will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing, and may be subject to other unscheduled downtimes. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transac-tion, and you will be notified of those limits as required by law. We may re-fuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

Pay Bills. We will process Pay Bills payment requests only to those creditors for which you provide proper information. We will not process any Pay Bills payment if the required transaction information is incomplete. We reserve the right to modify the address used for check payments, without notification, if the address does not comply with the USPS standards, if we have determined that the address provided is invalid, or if we have been notified of an address change by the biller.

We will process scheduled payments each business day, Monday through Friday. Payments scheduled for weekends or holidays will be posted the business day **after** the scheduled payment date. We will withdraw the available funds from your checking account immediately on the scheduled payment date for electronic bill payments. For payments made by check, a remotely created check will be issued and your account will be charged at the time the check is presented to us for payment. You must allow sufficient time for vendors to process your payment after they receive the payment from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Pay Bills may apply:

- Per transaction: $10,000
- Daily: $10,000
- Monthly: $30,000

There are no limits on the number of Pay Bills payments within the limitations stated above.

We may adjust the Pay Bills payment limits at any time at our discretion, and you will be notified of those limits, as required by applicable law. Your account must qualify for these limits at the time of the payment. If you attempt to make a payment that exceeds the limits, we may reject your payment. If we permit you to make a payment that exceeds these limits, that payment will nevertheless be subject to the terms as set forth herein and may be subject to extended availability restrictions; we will not be obligated to allow such over-limit transactions at any other time.

You agree to not use Pay Bills to make payments to payees outside the United States. Pay Bills payments to the Internal Revenue Service or any government agency or court-ordered payments are discouraged but may be scheduled at your own risk. In the event Pay Bills payments are not received and processed by these payees appropriately, you agree that the Credit Union will not have any responsibility for any negative impact to you and you will be responsible for correcting over-or under-payment. You may not be able to cancel or revoke a payment once it has been submitted or approved. You may be able to place a stop payment on your account(s). For your rights in placing a stop payment on your account(s), refer to the Electronic Funds Transfer Agreement and Disclosure.

If you have Pay Bills, we can only confirm the amount, the participating merchant and date of the payment made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for late fees, finance charges, or any other fees or any negative impact to your credit rating; or any other damages arising or resulting from late receipt or non-receipt of payments. Please review your applicable service charge brochure for applicable fees.

2. **CONDITIONS OF EFT SERVICES —Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

FOREIGN TRANSACTIONS

Visa®. Purchases and cash withdrawals made in foreign currencies

will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking, money market, Supplemental Savings, Goal Savings or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transac-tion on any account from any joint account owner.

FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Truth in Savings and Rate and Fee Disclosures that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law and in accordance with the Membership Agreement.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

MEMBER LIABILITY — You are responsible for all transactions

you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction as long as you report the loss in a timely manner, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than $50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as $500.00.

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

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call Customer Service at:

- (800) 237-7288
- (717) 795-6049 - Outside the United States
- (414) 341-4015 - (800) 754-4128 - Report lost or stolen check cards after business hours

or write to:

Members 1st Federal Credit Union
Attn: EFT Services
PO Box 8893
Camp Hill, PA 17001

or fax: (717) 795-5197

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.

RIGHT TO RECEIVE DOCUMENTATION —
Periodic Statements. Transfers and withdrawals made through

any ATM or POS terminal, debit card transactions, audio response transactions, pre-authorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling Customer Service at (800) 237-7288, or if outside of the United States, (717) 795-6049.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

BUSINESS DAYS — Our business days are Monday through Friday, excluding federal holidays.

CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequen-tial damages in the following events:

- If, through no fault of ours, there are not available funds in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.

- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will provide notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave the facility.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately.

ERROR RESOLUTION NOTICE — In case of errors or questions about electronic fund transfers from your savings, checking, money

market, Supplemental Savings and Goal Savings accounts or if you need more information about a transfer on the statement or receipt, call us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call EFT Services at:

- (800) 283-2328, ext. 5243
- (717) 795-5243 - Outside the United States

or write to:

Members 1st Federal Credit Union
Attn: EFT Services
PO Box 8893
Camp Hill, PA 17001

or fax: (717) 795-5197

Tell us your name and account number. Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the Credit Union has made an error or why you need more information. Tell us the dollar amount of the suspected error.

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

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any

access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

GOVERNING LAW; DISPUTE RESOLUTION — This Agreement is subject to the governing law and dispute resolution provisions included in the Membership Agreement, which include an agreement by the parties to resolve any disputes by an arbitration conducted on an individual basis.

ENFORCEMENT —You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you, as more specifically provided for in the Membership Agreement. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

OVERDRAFT SERVICES POLICY DISCLOSURE

This Overdraft Services Policy and the "What You need to Know about Overdrafts and Overdraft Fees" Disclosure ("Disclosures") describes overdraft services provided by Members 1st Federal Credit Union ("we," "us," "our," or the "Credit Union") to you.

These Disclosures are incorporated into and made a part of the Membership and Account Agreement between you and the Credit Union ("Membership Agreement"), and these Disclosures may be amended as provided for in the Membership Agreement.

OVERDRAFT AND COURTESY PAY SERVICES — Our policies for handling overdrafts are described below. Should a check, draft, ACH debit, bill pay order, debit card transaction (an "item" presented), Send Money and External Transfer (Transfer Money Account-to-Account) exceed the available account balance ("overdraft"), the overdraft may be declined, returned unpaid, or paid, and may be subject to an overdraft/non-sufficient funds (NSF) fee or courtesy pay fee dependent upon your Overdraft Protection plan and/or Courtesy Pay service(s) election(s). We will not charge an overdraft/NSF Fee on debit card transactions that are $5.00 or less. If a check, draft, ACH, bill pay transaction, External Transfer (Account-to-Account) and Send Money (Person-to-Person) transaction of $5.00 or less is presented to your account and causes an overdraft/NSF fee, we will refund the fee associated with the transaction."

Except as otherwise agreed in writing, if we use our sole discretion

to pay an overdraft, we are not obligated to pay overdrafts in the future, even if items previously presented have been paid, and we may discontinue covering overdrafts at any time without notice. We will not charge more than six (6) overdrafts and/or non-sufficient funds (NSF) fees within the same calendar day.

We have no obligation to notify you if your account does not have a sufficient available account balance to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the item. Checks, drafts, ACH debit transactions, External Transfer (Account-to-Account) and Send Money (Person-to-Person) transactions may be presented to us for payment more than once by a payee or merchant if not paid on the initial attempt due to insufficient funds or if the funds were not collected. We will not charge you more than one NSF fee for any second or subsequent attempts to collect on checks, drafts or ACH debit transactions initiated by the payee or merchant. For ACH debit transactions, the payee or merchant must designate the second and subsequent attempts appropriately to ensure that no additional NSF fees are charged to your account. We cannot control how the payee or merchant designates the transactions, therefore, we are not liable for the payee or merchant's actions. When we charge an overdraft/NSF fee or courtesy pay fee, the charge reduces the available balance in your account and may put your account into further overdraft.

If your account is overdrawn, you agree to make immediate payment for any such overdrawn amount, together with any service charges to the Credit Union. Repayment of this amount will be the personal obligation of all joint owners, enforceable pursuant to the Membership Agreement. Any account owned by those individuals, whether single or jointly, will be subject to the repayment obligation. We may report unpaid negative balances to third party collection agencies and/or consumer reporting agency that complies with applicable Fair Credit Reporting Act (FCRA) regulations.

Overdraft Protection Plan. You can link your checking account with a savings, supplemental savings, or money market account to cover overdrafts. Existing Lines of Credit can also be used as overdraft protection for a checking account. You can use either a personal line of credit or a home equity line of credit for overdraft protection. There are no fees for these transfers, but the loan will accrue interest based on your annual percentage rate (APR). Lines of Credit are subject to terms and conditions outlined in your Line of Credit Agreement.

Courtesy Pay. You are automatically enrolled in Courtesy Pay services if your account meets certain criteria and is in good standing as defined herein. As such, we may pay your check, draft, ACH debit, bill pay orders, reccurring debit card transactions, External Transfer, Send Money, or other items, other than non-recurring everyday debit card purchases, as a courtesy even if your account does not have a sufficient available account balance at the time the item is presented. In this case, a fee will be charged to your account, as provided for in the Disclosures.

If you do not wish to participate in Courtesy Pay services, you may unenroll in accordance with our procedures to exclude your checking account from this program. By unenrolling, overdrafts

may be denied and/or returned unpaid and an NSF fee may still be assessed.

Extra Courtesy Pay. You are not automatically enrolled in Extra Courtesy Pay services. For non-reoccurring everyday debit card purchases, you must be enrolled in the Courtesy Pay service (above) and elect the Extra Courtesy Pay service in order for these overdraft transactions to be covered as an extension of Courtesy Pay services. Without your consent, the Credit Union may not authorize an overdraft resulting from non-reoccurring everyday debit card transactions. Services and fees for overdrafts are disclosed in the Disclosures and in the Credit Union's Service Charge disclosure.

Qualifications and Obligations. We will generally pay overdrafts up to the courtesy pay limits disclosed to you as long as your account is in good standing as defined herein.

"Good standing" is defined as: your checking account is not continuously overdrawn for more than thirty (30) days, does not have a delinquent loan of more than fifteen (15) days or a delinquent credit card of more than thirty (30) days, does not have any outstanding legal, administrative order or levy, and you continue to make deposits consistent with your past practices. If your account becomes negative, you must make a deposit within sixteen (16) days to avoid being taken out of good standing status.

If your account becomes no longer in "good standing," your Courtesy Pay limit will be reduced to five dollars ($5.00). At our sole discretion, your Courtesy Pay limit can be revoked at any time. Your Courtesy Pay limit is available to you by logging into Members 1st Online, through the Members 1st mobile application, visiting one of our branch locations, or calling Customer Service at (800)-237-7288.

Order of Payments. Checks, drafts, transactions and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, and subject to applicable law, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account.

AVAILABLE BALANCE —Your "account balance" may differ from your "available account balance". This difference is most commonly due to holds on deposits or holds placed for debit card purchases. When you make a purchase using a debit card, a merchant may electronically request a temporary hold on your account for a specific amount, which may at times be more or less than the actual purchase amount. This temporary hold will eventually be released, usually when the purchase transaction posts to your account or approximately two days after the authorization hold is placed on your account.

Until the purchase posts and/or the hold is released, your available account balance will be reduced by the amount of the authorized hold resulting in an available account balance that is less than the account balance. Should a check, draft, ACH debit, External Transfer (A2A), Send Money (P2P), online bill payment or debit card transaction exceed the available account balance, the payment may

be declined, returned unpaid, or paid, and may be subject to an overdraft fee or non-sufficient funds (NSF) fee dependent upon your overdraft and/or Courtesy Pay service election.

It is very important to understand that you may still overdraw your account even though the account balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your account balance may not reflect all your outstanding checks and online bill payments or other outstanding transactions which you have authorized that have not been presented to your account.

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FEDERAL CREDIT UNION
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Federally insured by NCUA.
We do business in accordance with the Federal Fair Housing Law
and Equal Credit Opportunity Act.

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