

# ACCOUNT DISCLOSURES and OTHER IMPORTANT INFORMATION

## for GLASS CITY FEDERAL CREDIT UNION MEMBERS (EFFECTIVE 9/4/2018)

This comprehensive disclosure packet contains the rules that govern many of the accounts you may have at Glass City Federal Credit Union. Please read this packet carefully. When you sign your signature card or maintain any accounts at Glass City, you agree to these rules, terms and conditions. You also agree to pay any fees which may be charged, and you give Glass City the right to collect these fees as earned, directly from your account balances.

### How Your Accounts Are Federally Insured

#### WHAT IS THE NCUA?

The National Credit Union Administration, is the federal government agency that charters and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

#### WHY IS NCUSIF SHARE INSURANCE COVERAGE IMPORTANT?

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost money insured by the NCUSIF. Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured state-chartered credit unions.

#### WHAT BASIC COVERAGE IS PROVIDED BY THE NCUSIF?

The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their individual accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union have full NCUSIF coverage. If a person has more than \$250,000 at any single credit union, several options are available for additional coverage because the NCUSIF provides separate insurance for other types of accounts. Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings account and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities.

#### DOES THE NCUSIF PROVIDE ADDITIONAL COVERAGE?

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their individual accounts.

#### • RETIREMENT ACCOUNTS

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures member traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, NCUA insures member KEOGH accounts separately in the aggregate to \$250,000 at each credit union. Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

#### • JOINT ACCOUNTS

Joint accounts are savings or share draft accounts owned by two or more people who have equal rights to withdraw money from the account. The NCUSIF provides joint account holders with \$250,000 coverage for their aggregate interests at each federally insured credit union. For example, a two person joint account has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts and retirement accounts.

#### • TRUST ACCOUNTS

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common revocable trust payable-on-death (POD) account without additional documentation; however, some trusts require additional, valid documentation to qualify for coverage. While this section briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

#### • REVOCABLE TRUSTS

Revocable trust accounts may qualify for insurance coverage of up to

\$250,000 per beneficiary named by the owner that is separate from the individual coverage available to the trust owner. For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary). This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

#### • IRREVOCABLE TRUSTS

Funds placed in an account by a trustee under an irrevocable trust have separate coverage based on the beneficial interest under such trust. The interest of each beneficiary in an account (or accounts) established as an irrevocable trust has separate NCUSIF coverage of \$250,000. In cases where a beneficiary has an interest in more than one trust arrangement created by the same owner, the interests of the beneficiary in all accounts established under such trusts are added together for insurance purposes and insured for a total of \$250,000 that is separate from and in addition to the coverage the NCUSIF provides for other types of accounts.

#### HOW CAN I GET MORE INFORMATION?

A brochure entitled Your Insured Funds is available at [www.ncua.gov](http://www.ncua.gov). This comprehensive brochure contains a detailed discussion of all available types of coverage offered by the NCUSIF, along with examples illustrating how the coverage actually works in practice.

#### HOW DO I KNOW MY CREDIT UNION IS FEDERALLY INSURED?

Federally insured credit unions, such as Glass City Federal Credit Union, are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in the offices. Visit [www.ncua.gov](http://www.ncua.gov) for a current directory of federally insured credit unions.

Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, a U.S. Government Agency.

#### Deposit Account Agreement & Disclosures

The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "CU," "we," "us," and "our" refer to the Credit Union. The following agreement governs your account with the Credit Union, along with any other documents applicable to your account, including the Credit Union's Funds Availability Policy and Account Disclosure, which are incorporated by reference. Your account is also governed by applicable law.

#### GENERAL RULES

**1. Business Day:** The CU deems a business day as every day of the week, except for Saturdays, Sundays and Federal Holidays.

**2. Deposits.** Deposits may be made in person, through payroll deduction, ATMs, via mobile deposit or by mail at any time. The CU shall not be deemed to have received deposits sent by instruments as a deposit to your account at our discretion. Any cash deposit will be credited to your account in accordance with this agreement. Any other item that you deposit will be handled by the CU in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account and adjust any dividends earned. You will, in any event, be liable to the CU for the amount of any check you deposit to your account that is returned unpaid, plus the CU's costs and expenses associated with the collection of all or part of such amount from you, including reasonable attorney fees. You may not be able to withdraw funds until the CU has received final settlement for any item deposited.

**3. Collection of Deposited Items.** In receiving items for deposit or collection, the CU will act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. The CU shall have the right to forward items to correspondents to utilize Federal Reserve Banks to handle such items. In the event the CU is subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rule and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. We will not be liable for dishonor resulting from any reversal of credit, return of deposited items, or for any damages resulting from any of those actions. If we accept for deposit a check that is drawn on another 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 these disclosures for the type of check that you

deposited.

**4. Setoffs.** The CU may use funds in your account to pay any debt you may owe the CU. If the account is held jointly, the CU may offset funds for the debt of any one of the joint owners.

**5. Expenses.** Any expenses arising from attachment, garnishment or levy of your account will be your responsibility.

**6. Joint Accounts and Custodial Accounts.** You acknowledge that if your account is set up as a Joint Account, Trust Account or Custodial Account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

#### **Joint Share Account Agreement (with Right of Survivorship)**

If an account agreement is signed by more than one person, the persons signing shall be the joint owners of this account. The joint owners shall be subject to the following additional terms and conditions of the account:

The CU is authorized to recognize any of the signatures subscribed to the account in payment of funds or the transaction of any business for this account. The joint owners of the account acknowledge and agree that all sums now paid in on shares, or sums paid in on shares previously or in the future, by any or all of the joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship, and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the CU from any liability for such payment. The right or authority of the CU under this agreement shall not be changed or terminated by the joint owners except by written notice to the CU, which shall not affect transactions previously made.

**a. Joint Account with Survivorship.** All deposits are the property of the person(s) indicated on the account and the CU may release the available amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. The CU may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law. Upon the death of one party to a Joint Account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. Any change in ownership requires the approval and signatures of all the joint owners.

**b. Payable on Death Designation.** If the account is designated as a Payable on Death Account, the primary and joint owners together may designate a payable on death beneficiary(ies), and the named beneficiary(ies) may be changed at any time.

**c. Custodial Account.** Any Custodial Account maintained is subject to the Ohio Transfers to Minors Act or other applicable state or Federal law. The account must be opened in the name of the beneficiary. There may be only one custodian and one minor or beneficiary for each account.

**7. Fees, Service Charges and Balance Requirements.** You agree to pay the CU and are responsible for any fees, charges or balance/deposit requirements as provided in the Account Disclosure information in this document. Fees, charges and balance requirements may change from time to time.

**8. Amendments and Alterations.** Notice will be given to you if the CU changes the terms of the Agreement at any time by mailing notice to the address shown on your records with the CU, by posting a notice of any such changes at our Main Office, or by whatever notice requirements that may be required by law.

**9. Closing Account.** If your account is not pledged as collateral or security for any loan, you may withdraw all collected funds in the account at any time, subject to the provision of Paragraph 2 above and the policies and procedures governing withdrawals for that type of account. The joint owner(s) on an account may not close the account. The CU may close the account at any time, with or without cause, by sending you notices and a check for the balance in the CU's possession to which you are entitled.

**10. Transfers and Assignment.** You cannot assign or transfer any interest in your account unless the CU agrees in writing.

**11. Effective Applicable Laws and Regulations.** This Agreement is governed by the laws of the state of Ohio, except to the extent that Federal Law is controlling. Changes in these laws and regulations may modify the terms and conditions of your accounts. The CU does not have to notify you of any changes.

**12. Checks.** All checks presented for deposit must be in a format that can be processed and/or photographed. The CU may refuse to accept any check that does not meet this and other governmental requirements. All endorsements placed on the reverse side of any check which you deposit into your account must be placed so that they are on the left side of the check when looking at it from the front. The CU may refuse to accept any check that does not meet this requirement, and if we do accept it, you will be completely responsible for any loss incurred to the CU resulting from an endorsement not meeting this requirement, including reasonable attorney fees.

**13. Stale, Postdated or Overdraft Checks.** You agree not to postdate any check drawn on this account. You agree to hold the CU harmless for paying any stale, postdated or overdraft checks and agree to reimburse the CU for any loss we might suffer because of such payment made in good faith.

**14. Check Safekeeping.** You understand and agree that canceled checks will be retained by the CU and destroyed after a reasonable time period. Any request for a copy of any check is subject to a fee. If for any reason the CU cannot provide you with a copy of a check, the CU's liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**15. Statements.** If your account is a statement savings account or checking account, the CU will provide you with a periodic statement showing the account activity. You must notify the CU within 60 days of your receipt of the statement of any discrepancies. If you fail to notify the CU, you will have no claim against us. If you do not receive a statement from the CU because you have failed to claim it or have supplied the CU with an incorrect address, the CU may stop sending your statements until you specifically make written request that the CU resume sending your statements and you supply the CU with a proper address.

**16. Non-Sufficient Funds.** If your account lacks sufficient collected funds to pay a check or pre-authorized transfer presented for payment, the CU may return such check or pre-authorized transfer for non-sufficient funds and charge you a fee as provided in Account Disclosure information and on the CU's Fee Schedule.

**17. Stop Payments.** If you request that the CU stop a payment on a check you have written, you will supply the CU with a written request within 14 days after you make such a request. Stop payments will be effective for six months and you will be charged a fee for any stop payment you request. Each continuation of a stop payment request will be treated as a new request for the purpose of fee assessment. The CU will not be responsible for any liability arising from a member's request to stop a payment. If the CU returns any other item drawn by you due to non-sufficient funds which is caused because the CU has paid an item upon which you had requested a stop payment, the CU will not be liable for such action. You understand that the CU may accept the stop payment request from any of the joint owners on the account regardless of who signed the check. If you request a stop payment on a pre-authorized transfer, such stop payment will be handled in accordance with the provisions of the CU's Electronic Funds Transfer Agreement, provided to you at the time you opened the account or any time thereafter.

**18.** Each owner acknowledges that any or all of this account may be required to be pledged as security as a condition of obtaining other services and/or accounts with this CU. **Statutory Lien. If you are in default on a financial obligation to the CU, Federal Law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.**

#### **Primary Share Account Disclosure Statement**

The Primary Share Account (also called a savings account) is your main Credit Union account.

#### **Dividends**

- The minimum balance to earn dividends on the Primary Share Account is \$100.
- The dividend rate and Annual Percentage Yield (APY) may change every quarter as determined by the Credit Union Board of Directors.
- Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- Dividends will be compounded quarterly and credited to your account quarterly on the first business day of January, April, July and October. If you close your account before dividends are paid, you will not receive the accrued dividends. For this account type, the dividend period is quarterly.
- Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. No dividends will be paid on the account for any days during the period in which \$100 is not maintained.
- Dividends will begin to accrue on the business day you deposit to your account.
- There is no term or maturity for a Primary Share Account.
- Withdrawals or transfers from this account are limited to no more than six per month if the transfers are the result of preauthorized transfers or certain other forms of remote or automatic transfers.

#### **Minimum Balance**

- The minimum balance required for the Primary Share Account is \$25.
- The CU reserves the right to request that the account be closed for noncompliance to policy.
- Account holders with credit cards, loans or ATM/debit cards must have the minimum \$25 on deposit. The minimum balance must remain on deposit at all times while carrying these services. All outstanding credit obligations must be paid in full before a Primary Share Account can be closed.

#### **Service Charges**

- An overdraft transfer fee will be assessed each time an automatic transfer to a Glass City checking account occurs.
- A "third-party" check cashing fee will be assessed for all third-party checks presented for cashing at the CU.

- A monthly Inactive Account Fee will be assessed to any Primary Share Account that has been inactive for more than 24 consecutive months. An inactive Primary Share Account is defined as having no activity whatsoever during the previous 24 months. (If a member has other active "suffix" accounts, such as checking, share certificate, IRA, Visa credit card, or loan with the CU, the account is NOT considered inactive.)

- The CU reserves the right to waive service charges to charitable organization accounts.

- Please refer to the Fee Schedule for current fee information.

ACCOUNTS OF MEMBERS WITH WHOM THERE HAS BEEN NO CONTACT FOR FIVE YEARS WILL BE CONSIDERED UNCLAIMED FUNDS AND MAY BE FORWARDED TO THE DEPARTMENT OF COMMERCE BY SECTION 169 OF THE REVISED CODE.

#### **TRUST SHARE ACCOUNT AGREEMENT**

Any Trust Share Account established is subject to the following terms and conditions:

- The minimum balance required to open the Trust Share account is \$25.

- The CU is authorized to recognize the signatures subscribed in the payment of funds or the transaction of any business for this account.

- The owner(s) of this account acknowledge and agree to take sole responsibility for the creation of and continued existence of the Trust Agreement under which the Trustee is empowered to act.

- The owner(s) acknowledge and agree that all sums now paid in on shares, or sums paid in on shares previously or in the future, by the owner to his or her credit as such owner with all accumulations thereon, are and shall be owned by them and be subject to the withdrawal or receipt of them.

- The owner(s) acknowledge that should the Trustee, or any Successor Trustee under the terms of this Trust Share Account Agreement, cease to be within the authorized field of membership of the CU, or be terminated from it, whether the termination be brought about by the death of the Trustee or otherwise, then and in that event, this account may be closed and all funds maintained in it shall be distributed to the duly authorized Trustee or Successor Trustee, as provided by the terms and conditions of this Trust Agreement.

- Payment to any Trustee or Successor Trustee shall be valid and discharge the CU from any liability for such payment.

- The owner(s) of this account further acknowledge sole responsibility for providing the CU under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to the CU which shall not affect transactions theretofore made.

- This account may not be pledged or used as collateral for any loan.

- The CU recommends that the owner of this Trust Share Account consult with legal counsel with respect to this account and any transfers or assets to be deposited in this account.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement and Deposit Account Rate Schedule.

#### **CUSTODIAL SHARE ACCOUNT DISCLOSURE STATEMENT**

- The Custodial Share Account follows the terms of the Ohio Transfers to Minors Act. Under no circumstances will the funds be pledged for loans for the personal use of the custodian or used in any manner not in strict accordance with Sections 1733.24(f) and 1339.39 of the Revised Code of Ohio.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement and Deposit Account Rate Schedule.

#### **Minimum Balance**

- The required minimum balance to open a Custodial Share Account is \$25.

#### **MINOR SHARE ACCOUNT DISCLOSURE STATEMENT**

- The CU offers a separate and distinct account for the purpose of establishing accounts for the benefit of minor children. This account has different characteristics with respect to ownership rights, transactional authority, and social security reporting procedures.

- A Minor Share Account is an account in the name of the minor subject to the same rules and regulations in place concerning member accounts generally. Minor Accounts include rules and regulations which shall be binding upon the minor as if the minor were of legal age and had made the deposit or opened the account. The CU would incur absolutely no liability with respect to the account.

- Ownership. The account is owned and controlled by the minor, or if another person is named, then jointly with right of survivorship as with any other joint account.

- Transaction Authority. In the case where the account is opened in the name of the minor only, the deposit is owned individually by the minor. The minor signs the signature card and has transactional authority on the account. In addition, any or all joint owners on a joint account have equal transactional authority.

- Social Security Number. The account is reported under the minor's social security number.

- Death Procedures. The minor's estate is the beneficiary of the account in the event of the minor's death, unless a Payable on Death designation is made, in which case the beneficiary would be as designated. In case of a joint account, the joint owner would be the beneficiary.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement and Deposit Account Rate Schedule.

#### **Minimum Balance**

- The required minimum balance to open a Minor Share Account is \$25.

#### **SECONDARY SAVINGS ACCOUNT/VACATION CLUB/CHRISTMAS CLUB**

- No minimum balance required.

- Annual Percentage Yield (APY) is declared quarterly by the Credit Union Board of Directors.

- There is no term or maturity for these types of savings accounts.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement. EXCEPTION: There is no minimum balance required to earn dividends on these types of accounts.

#### **IRA ACCUMULATION ACCOUNT**

- A \$25 minimum deposit is required to open an IRA Accumulation Account. The minimum deposit thereafter is \$5.

- Annual Percentage Yield (APY) is declared quarterly by the Credit Union Board of Directors.

- There is no term or maturity for an IRA Accumulation Account.

- On a quarterly basis, when deposits in the account reach at least \$1,000, the funds are automatically withdrawn from the IRA Accumulation Account and an 18-month IRA certificate is issued at current certificate rates, unless another course of action is specified by the member in writing.

- The Internal Revenue Service requires that a 10% penalty be assessed for any withdrawals made from the account prior to eligibility for normal distribution. Early withdrawals are taxed as ordinary income. Members should consult their tax advisor for other options or more information.

- Withdrawals or transfers from this account are limited to no more than six per month if the transfers are the result of preauthorized transfers or certain other forms of remote or automatic transfers.

#### **Dividends**

- Policies and procedures with respect to dividends will be as noted with the Primary Share Account disclosure statement. EXCEPTION: The minimum balance required to earn dividends on this account is \$25.

#### **MONEY MARKET SAVINGS AGREEMENT**

- The account, whether it be individual or joint in name, is for the personal use of the member(s) only and is nontransferable.

- Periodic statements will be provided to the member(s) not more frequently than once per month at the CU's option. Any objection respecting any item shown on a periodic statement of the Money Market Savings is waived unless made in writing to the CU before the end of 60 days after the statement is mailed.

- The CU reserves the right to refuse accounts and/or the use of the Money Market Savings at its discretion, and to terminate the deposit relationship at any time and without notice.

- A minimum opening and daily balance of at least \$2,000 must be maintained in the account at all times. No dividends will be paid on the account for any days during the month in which the minimum balance is not maintained. All deposits must be a minimum of \$250. The minimum amount for a withdrawal is \$500.

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

- Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

- Dividends will begin to accrue on the business day you deposit to your account.

- Dividends are paid at a variable rate on a monthly basis, and rates may vary based on the balance in your account. Please refer to the CU's Rate Schedule for rate and Annual Percentage Yield (APY) information. If you close your account before dividends are paid, you will receive the accrued dividends as of that date.

- Dividends are determined by Glass City Management, which declares the rate daily. Dividends will be paid directly to the account each month, based on the daily declared rate. Members have the security of Federal insurance protection provided by the National Credit Union Share Insurance Fund (NCUSIF).

- There are no minimum investment periods, no early withdrawal penalties, no sales charges, nor any other commissions or fees associated with the Money Market Savings.



- Withdrawals are limited to no more than three per month.
- This agreement governing the use of the Money Market Savings may be amended at any time. The CU will provide notification of any amendments, as required by law.

#### **MONEY MARKET MAX AGREEMENT**

- The account, whether it be individual or joint in name, is for the personal use of the member(s) only and is nontransferable.
- Periodic statements will be provided to the member(s) no more frequently than once per month at the CU's option. Any objection respecting any item shown on a periodic statement of the Money Market MAX is waived unless made in writing to the CU before the end of 60 days after the statement is mailed.
- The CU reserves the right to refuse accounts and/or the use of the Money Market MAX at its discretion, and to terminate the deposit relationship at any time and without notice.
- A minimum balance of at least \$50,000 must be maintained in the account at all times. No dividends will be paid on the account for any days during the month in which the minimum balance is not maintained. All deposits must be a minimum of \$250. The minimum amount for a withdrawal is \$500.
- There are no minimum investment periods, no early withdrawal penalties, no sales charges, nor any other commissions or fees associated with the Money Market MAX.
- Withdrawals are limited to no more than 3 per month.
- Dividends are paid at a variable rate, and rates may vary based on the balance in your account. Please refer to the CU's Deposit Account Rate Schedule for rate and Annual Percentage Yield (APY) information.
- Dividends are determined by Glass City Management, which declares the rate daily. Dividends will be paid directly to the account each month, based on the daily declared rate. Members have the security of Federal insurance protection provided by the National Credit Union Share Insurance Fund (NCUSIF).
- This agreement governing the use of the Money Market MAX may be amended at any time. The CU will provide notification of any amendments, as required by law.

#### **Share Certificate Policy/Disclosure Statement**

All share certificates may automatically renew at the current dividend rate (following a 7-business day grace period). Transactions are not permitted on these time demand share certificate of deposit accounts. Maturity notices are mailed 21 days in advance of share certificate maturity.

#### **3-MONTH SHARE CERTIFICATE**

- \$1,000 minimum balance is required to open this account.
- Dividends are earned from the date of deposit and paid upon maturity of the certificate, by check or transfer to the member's account. Dividends do not compound.
- Penalty for early withdrawal/closing of account prior to maturity date is forfeiture of all 91-days' dividends.

#### **YOUTH/STUDENT 12-MONTH SHARE CERTIFICATE**

- \$250 minimum balance is required to open this account; designed for members ages 0-22.
- Dividends will be compounded and paid quarterly from the date of issuance. The Annual Percentage Yield (APY) assumes that dividends remain on deposit until maturity and that a withdrawal reduces the earnings on the account.
- Penalty for early withdrawal/closing of the account is forfeiture of dividends earned since the date of issuance, or 90-days' dividends, whichever is smaller.

#### **6-MONTH TO 60-MONTH SHARE CERTIFICATE**

- \$500 minimum balance is required to open this account.
- Dividends will be compounded and paid quarterly from the date of issuance. The Annual Percentage Yield (APY) assumes that dividends remain on deposit until maturity and that a withdrawal reduces the earnings on the account. Member may also choose a non-compounding certificate at a 12 or 24-month term. Dividends are paid monthly by check or transfer to the member's account.
- Penalty for early withdrawal/closing of the account for term of 6 months to 1 year is forfeiture of dividends earned since date of issuance or 90-days' dividends, whichever is smaller. Penalty for early withdrawal for term of more than 1 year is forfeiture of dividends earned since date of issuance or 180-days' dividends, whichever is smaller.

#### **12-MONTH TO 60-MONTH IRA SHARE CERTIFICATE**

- \$1,000 minimum balance is required to open this account.
- Dividends will be compounded and paid quarterly from the date of issuance. The Annual Percentage Yield (APY) assumes that dividends remain on deposit until maturity and that a withdrawal reduces the earnings on the account.
- Applicable tax penalties and any required notice apply for premature withdrawals.
- An IRA Share Certificate cannot be pledged as security for a CU loan.

- Penalty for early withdrawal/closing of the account of a 12-month IRA share certificate is forfeiture of 90-days' dividends, regardless of the age of the certificate. Penalty for early withdrawal of an 18-60 month IRA share certificate is forfeiture of 180-days' dividends, regardless of the age of the certificate. The forfeiture of dividends does not apply if the early withdrawal is made following the member's disability, or attainment of not less than 59 1/2 years of age.

#### **Checking Account Disclosure Statement & Agreement**

#### **REGULAR CHECKING AND OPTIMUM CHECKING – ACCOUNT POLICIES**

1. A member shall open a Primary Share Account before a checking account may be opened. A separate sub-account will be established for checking accounts. An application must be completed and signed at the time this account is established.
2. An automatic transfer of funds from a member's Primary Share Account to his or her checking account shall occur whenever there are insufficient funds to pay a check, fee or other item through the checking account. An Overdraft Protection Line of Credit is also available, and the member may apply for this line of credit for additional overdraft protection. A fee will be assessed for any overdraft transfer. Please refer to the CU Fee Schedule. If a member has an Overdraft Protection Line of Credit, the line of credit will be accessed to cover items AFTER the Primary Share Account is accessed. Privilege Pay may also be available for qualifying checking accounts.
3. Checking accounts will be made available to business or organizational accounts that have established a Primary Share Account with the CU. Please visit a Glass City branch for more information about business accounts.
4. Members are required to pay to have their checks printed. These charges vary according to the style of check and the number of checks ordered. The check printing fee is automatically deducted from the checking account when the CU is billed by the check printer.
5. The CU is under no obligation to pay a check which exceeds the balance in the account and for which there are not sufficient funds in the member's Primary Share Account. The Overdraft Transfer Clause is only applicable to a member's Primary Share Account, not to any other accounts he or she may have. If funds are not available in either the checking or Primary Share Account, and the member does not have an Overdraft Protection Line of Credit, the check will be returned unpaid. There is a fee assessed for any checks that are returned unpaid (see CU Fee Schedule). A record of all overdrafts will be maintained.
6. Members are encouraged to reconcile their checking account on a monthly basis as their statements are received. The CU will provide assistance to those members who are unable to reconcile the account by themselves. A fee will be charged for this service. Please refer to the Fee Schedule for a list of current fees. The minimum fee will be for one hour of service, regardless of the time involved. The fee will then be broken down in 15-minute increments for any reconciliation assistance in excess of one hour. There will be no fee charged if any CU error is detected.
7. There will be a charge for any stop payment of checks (see CU Fee Schedule). Stop payments must be placed prior to payment of the check. The stop payment will remain in effect for six (6) months unless otherwise rescinded.
8. There will be a charge for any check returned to the CU. This fee will be automatically deducted from any funds on deposit at the CU. Please refer to the Fee Schedule for current fees.
9. If you establish a history of returned checks, you may be denied the privilege of cashing checks at the CU. Returned checks which are not made good may be turned over to the appropriate law enforcement agency for prosecution.
10. The original of a paid check will be retained for a reasonable period of time and then destroyed. A copy of the original can be obtained, if necessary. There is a charge for this service; please consult the Fee Schedule for current fees.
11. Members may have their checking account closed involuntarily if they establish a record of returned checks.
12. There will be a fee for a history on the account. Fee is charged per page. Please refer to the Fee Schedule for current fees.
13. Each member may have only one checking account associated with a Primary Share Account.

#### **REGULAR CHECKING AND OPTIMUM CHECKING ACCOUNT AGREEMENT WITH OVERDRAFT TRANSFER CLAUSE**

- The CU is authorized to pay share drafts signed by the member (or any joint owner) and to charge all such payments against the shares in the account.
- The CU is under no obligation to pay a share draft that exceeds the fully paid and collected share balance in the account. The CU may, however, pay such share draft and transfer shares to the account in the amount of the resulting overdraft from the Primary Share Account or from the Overdraft Protection Line of Credit, if applicable. A fee will be assessed for any overdraft transfer. Please refer to the CU Fee Schedule.
- The CU may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on

the share draft.

- When paid, share drafts become the property of the CU and will not be returned.
- Except for negligence, the CU is not liable for any action it takes regarding the payment or nonpayment of any share draft.
- Any objection respecting any item shown on a periodic statement of the account is waived unless made in writing to the CU before the end of 60 days after the statement is mailed.
- The account is subject to the CU's right to require advance notice of withdrawal, as provided in its bylaws.
- The account is also subject to other terms, conditions and service charges as Glass City Management may establish at any time.

## **REGULAR CHECKING ACCOUNT**

### **Dividends**

- There are no dividends paid to this type of account.

### **Minimum Balance**

- There is no minimum balance required to maintain this type of account, nor is there a per-check charge for checks that clear.

### **Service Charges**

- There is no service charge to maintain this account.

## **OPTIMUM CHECKING ACCOUNT**

### **Dividends**

- This is a tiered rate account. If the average daily balance is \$25,000 or below, the Annual Percentage Yield (APY) will be a premium rate. If the average daily balance is greater than \$25,000, the regular APY will apply to the average daily balance exceeding \$25,000. If qualifications are not met for any month, the regular APY will apply to the entire account balance for that month. Current rates are posted on the CU's Rate Sheet.
- The premium rate will not be paid on any account that is overdrawn for more than 30 days. The premium rate will not be paid on any account that has a delinquent loan of 10 days or more. Accounts with charged-off loans do not qualify for the Optimum Checking account.
- The dividend rate and Annual Percentage Yield (APY) may change as determined by Glass City Management.
- Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- Dividends will be paid directly to the account each month, based on the Annual Percentage Yield (APY). If you close your account before dividends are paid, you will not receive the accrued dividends. For this account type, the dividend period is monthly.
- Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.
- Dividends will begin to accrue on the business day you deposit to your account.
- There is no term or maturity for the Optimum Checking account.

### **Minimum Balance**

- There is no minimum balance required to maintain this type of account. There are no per-check charges for checks that clear this account.

### **Service Charges**

There is no service charge to maintain this account.

### **Other Requirements**

To maintain the premium APY, the member must meet the following requirements each month:

- Minimum of 12 debit card transactions per month must clear (be posted to) the account.
- Direct deposit (must be ACH) – Minimum of 1 per month
- E-Statement – Member must receive monthly account statement electronically
- Bill Pay – Minimum of 3 bills paid through Online Bill Pay system per month.

If all of the above requirements are not met during a given month, the member will receive the regular APY on the average daily balance in the account.

### **Debit Card/ATM Card Disclosure Statement & Agreement**

This agreement states the terms and conditions governing any Debit Card or ATM card ("card") issued by Glass City Federal Credit Union ("Credit Union"). Upon approval, the initial use, signing or other acceptance of the card by the cardholder ("member") or by any other person authorized or permitted by the member (the member and such person herein collectively referred to as "user") constitutes acceptance, and the member acknowledges receipt of and agrees to the following terms and conditions:

### **Fees and Charges**

Please refer to the CU's current Fee Schedule for applicable fees and charges associated with the Glass City Debit Card and ATM Card.

- Member assumes responsibility for all transactions arising from the authorized use of the card by any user, whether such use is with a money dispensing machine, banking terminal, electronic funds transfer device, or debit program. Any card withdrawals honored by the CU which cannot be paid out of the checking account (or through overdraft transfer, as applicable) will be reimbursed immediately by the member for that amount.

- Joint accounts accessed under this agreement, including any authorized users, will be bound by this agreement. All joint owners and users shall be responsible for all transactions. This will include share, share draft (checking) or loan accounts associated with this card.

- All transactions arising from the authorized use of the card shall be subject to and controlled by the terms of all applicable account agreements and other contractual relationships with the CU and all applicable rules and regulations of the CU, as amended from time to time.

- Transactions in any other currency will be converted into US dollars. Visa will select the exchange rate for transactions in a foreign currency from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. All transactions in foreign countries will be subject to a conversion/processing fee up to 1%.

- The CU may limit the type, number and dollar amounts of any checks, drafts, withdrawals or transfers made by users of the card, notwithstanding the amount in the member's accounts and to terminate or suspend the operation of any or all electronic funds transfer devices or merchants, without notice unless required by law or regulation.

- Each authorized user shall be jointly and severally liable for and agrees to pay the CU for all purchases made and services rendered by or to any user using the card.

- When a new card is opened, the member has the choice of any 4-digit number PIN. If a member loses or forgets the PIN, he or she can visit the CU and request to change the PIN.

- The CU reserves the right to amend and modify this agreement. Any amendment or modification shall become effective on the date specified.

- Member may surrender the card (only by surrendering all cards issued on the account) and terminate this agreement. However, this agreement shall remain in effect for purchases made and services rendered by or to any user of the card.

- This card remains the property of the CU and may be canceled by the CU at any time without notice. Upon CU request, the card must be surrendered to the CU.

- In consideration of the use of the Debit Card, the member agrees that any sales drafts or withdrawal vouchers originated by use of the Debit Card shall not be deemed to be items on which stop payment orders may be issued.

- Member agrees to promptly notify the CU in the event the card is lost or stolen, or the member suspects any other unauthorized use of the card. Please refer to the Terms and Conditions Regarding Electronic Fund Transfers concerning your liability (Page 7). In no event shall the member write the member's password on the card or keep any written record of it on any materials kept with the card. Members shall be responsible for the security of the member's password and shall take all reasonable steps to preserve the confidentiality of that password.

- The CU reserves the right to prevent a member's use of the card if there are not sufficient funds available in the account. This procedure will result in the account being "blocked" and unavailable for use. The member must request to have the card unblocked by CU staff to resume using the card. If the card is determined to be eligible to be unblocked, the unblock will occur by the end of the next business day, and a processing fee will be charged to the member's account. The member must have the fee amount available in his or her account to have the card unblocked. (Refer to the CU's Fee Schedule for current fees.) Not all members will be eligible to have their card unblocked in this type of situation. Please contact the CU to determine if your card is eligible in the event that this situation would occur.

### **Notice Regarding Non-Visa Pinless Debit Transactions**

You may use your Visa Debit Card to initiate both Visa debit transactions and non-Visa debit transactions without using a personal identification number (PIN) to authenticate the transaction. To initiate a Visa debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network (choose CREDIT). To initiate a non-Visa debit transaction, you may enter a PIN at a point-of-sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction. We have enabled non-Visa debit transaction processing on the Alliance One, Cirrus and Star networks.

The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures,

as described within the Terms and Conditions Regarding Electronic Fund Transfers (Regulation E) will not apply to transactions processed through non-Visa networks.

### Check Holds and Funds Availability Policy

The maximum hold Glass City Federal Credit Union will place on any item deposited into a transactional account (checking accounts) is as follows:

1. Next-Day Availability Items – the following items will have next-day availability:
  - a. Electronic Payments (ACH Payments)
  - b. Treasury Checks
  - c. United States Postal Service Money Orders
  - d. Federal Reserve Bank or Federal Home Loan Bank checks
  - e. State or local government checks
  - f. Cashier's checks, certified checks, or teller checks
  - g. Checks deposited and drawn on Glass City Federal Credit Union
  - h. The lesser of \$200 or the aggregate deposited on any one banking day to all accounts of the member by check(s) other than the above-mentioned types of checks.

NOTE: Items above must be presented to a teller at Glass City for deposit into the account of the payee, in order to receive next-day availability. If any of these conditions are not met, the funds may be made available no later than the second business day after the deposit.

Items deposited to nontransactional accounts (Share Savings, Share Certificates, and IRAs) may be held for a longer period of time at the discretion of the CU.

2. Business Day is deemed as every day of the week except for Saturdays, Sundays and Federal Holidays.
3. Our policy is to allow you to withdraw funds deposited in your account on the second business day after we receive your deposit. The first \$200 of your deposits will be made available on the first business day from the day of your deposit.
4. All deposits to Glass City Federal Credit Union accounts through the ATM networks are considered nonproprietary; deposits made at Glass City Federal branch ATMs are considered proprietary. Funds may be delayed to a maximum of seven (7) business days regardless of ATM used. The length of the delay is counted in business days from the day of your deposit.
5. Longer delays may apply. In some cases, we may delay your ability to withdraw funds deposited into your account. These items will be available no later than seven (7) business days after the day of deposit. These items may include:
  - Items the CU has reason to believe will not be paid.
  - Items you deposit totaling more than \$5,000 on any one day.
  - Redeposited items which were previously returned unpaid.
  - Items deposited to an account that has been repeatedly overdrawn during the previous six (6) months.
  - Items may also be delayed if there is an emergency, such as a failure of communications or computer equipment.
  - Items deposited to any account that has not been open for more than 30 calendar days.

If we will not make all funds from your deposit available on the same business day, we will notify you at the time of your deposit. If your deposit is not made directly to an employee, or if we decide to take this action after you have left the CU, we will mail you the notice by the next business day after we receive your deposit.

6. Checks drawn on financial institutions located outside the United States (foreign items) cannot be processed as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. The availability of funds for deposits of foreign checks will be delayed the time it takes to collect the funds from the financial institution upon which the checks are drawn.

**Endorsement Policy.** Glass City Federal Credit Union will comply with the Federal Reserve's standard endorsement requirements.

### Check Cashing Policy

1. Glass City Federal Credit Union will cash checks for members. We will also cash checks that are drawn on Glass City. Non-members cashing checks drawn on Glass City Federal Credit Union will be charged a Non Member Check Cashing Fee (see current Fee Schedule) for each check cashed.
2. Proper identification must be positively established before checks will be cashed.
3. The CU will cash your personal check if you have on deposit with the CU an amount equal to the amount of the check(s) being cashed. Checks that exceed the amount on deposit will not be cashed, but may be deposited.
4. All checks must have your Glass City account number written on the back.
5. A "third-party" check cashing fee (per check) will be assessed for all third-party checks presented for cashing at the CU (see current Fee Schedule). A third-party check is a check that is made payable to a named person or individual other than the member whose account the check is drawn upon. A check to a named person or another person to whom the party has transferred the right of the

check must contain the phrase "pay to the order of" or "pay to" above the payee's signature. The member must then endorse under the original endorsement followed by the member's account number. The member is now responsible for the check.

6. The CU reserves the right to place a "check hold" on certain checks deposited at the CU. Please refer to the Check Holds and Funds Availability Policy for exact definitions.
7. There will be a charge for any check returned by the bank to the CU. This fee will be automatically deducted from any funds on deposit at the CU. Please refer to the Fee Schedule for current fees.
8. There will be a charge for any check written off the CU that is returned. This fee will be automatically deducted from any funds on deposit at the CU. Please refer to the Fee Schedule for current fees.
9. If you establish a history of returned checks, you may be denied the privilege of cashing checks at the CU. Returned checks which are not made good may be turned over to the appropriate law enforcement agency for prosecution.
10. This Check Cashing Policy is subject to such other terms and conditions as the Board of Directors may impose from time to time, or to changes in Federal Regulations.

### Overdraft Protection Line of Credit

If, at any time, the funds in your share accounts are not sufficient to cover drafts (checks), fees, or ACH items posted to your account, those amounts will be handled in accordance with our Overdraft Procedures or the Overdraft Protection Line of Credit you may have with us.

The CU's determination of an insufficient account balance may be made at any time. We do not have to notify you if your account does not have funds to cover drafts, fees, or ACH items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future, and we may discontinue covering overdrafts at any time without notice. If we pay a draft or impose 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.

An Overdraft Protection Line of Credit is available on any checking account with the CU. If a member is eligible for the Overdraft Protection Line of Credit, and the member's checking account does not have a sufficient balance to cover the check or other items trying to post, the line of credit will be drawn upon to cover the posting items. Please refer to the Checking Account Disclosure Statement & Agreement for details.

If at any time the member's checking account is taken to a negative balance due to overdrafts or fees, the member must immediately repay the CU and bring his or her balance back up to at least \$0.

### Overdraft Protection Line of Credit Agreement

This credit agreement is made between Glass City Federal Credit Union and its member(s). This agreement shall be governed by the laws of the state of Ohio. The terms and conditions of this agreement are as follows.

If we have approved an Overdraft Protection Line of Credit for your account, we will honor drafts drawn on insufficient funds by transferring funds from the line of credit, up to a maximum of \$500. The advances are deposited into the member's checking account. The advances will take place at the time the draft (check), fee, or other posted item is trying to clear your account.

Each borrower and/or user will be equally responsible to repay the balance of the Overdraft Protection Line of Credit. The minimum monthly payment is \$25. If there is more than one borrower, each can obtain advances through accesses provided and accepted by the CU. The amount of the monthly payment will be established at the time of each advance. Each time an advance is made, a voucher, including the new payment and loan balance, will be mailed to you. The finance charge is computed when a payment is made by multiplying the unpaid balance by the periodic rate for the number of days the balance is outstanding. The balance used to compute the finance charge is the actual balance in the account each day.

Credit insurance issued from the CU is optional and not required to obtain the Overdraft Protection Line of Credit. You may inquire for further insurance information and coverage available.

You are in default if:

1. You misrepresent your financial situation in order to obtain credit.
2. You fail to furnish financial information upon request.
3. An injunction, attachment or judgment is issued against you.
4. You become insolvent.
5. You do not make a payment equal to the amount required when it is due.

If you are delinquent on your Overdraft Protection Line of Credit, you can no longer use this service and overdraft to the checking from the Line of Credit. If you are in default, the CU can, without advance notice or demand, require immediate repayment of the entire loan balance plus interest and late fees due, and close the Overdraft Protection Line of Credit. If you have any presently owing or subsequently granted secured loans with outstanding balances with the CU,



the CU can use that collateral to secure the loan balance for this Line of Credit. The CU has the right of offset of deposit accounts and certificates (excluding accounts that would lose special tax treatment, e.g., an IRA) at the CU to secure this loan balance in default. Future advances will not be made if the loan is in default at that time. The CU can also exercise any other rights allowable by law when you are in default.

### Privilege Pay Policy

It is the policy of Glass City Federal Credit Union to comply with any and all applicable laws and regulations and to conduct business in a safe and sound manner. The CU is not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning any non-sufficient funds check (share draft), or ACH (automated clearinghouse) item, if your eligible account (used for personal and household purposes) has been open for at least 60 (sixty) days and thereafter you maintain your account in good standing, which includes at least that:

a) You continue to make deposits consistent with your past practices,  
b) You are not in default on any loan obligation to the CU,  
c) You bring your account to a positive balance at least once every 15 days,  
d) Your account is not the subject of any legal or administrative order of levy,  
then the CU will consider, as a discretionary privilege or service and not a right of yours nor an obligation on the CU's part, approving your reasonable overdrafts. This discretionary service will be limited to an overdraft of \$500 (negative) balance for personal checking accounts. Any and all fees and charges, including without limitation non-sufficient funds (NSF) and/or overdraft fees (as set forth in the Fee Schedule) will be included in this limit. The CU may refuse to pay an overdraft for you at any time, even though your account may be in good standing and even though we may have previously paid overdrafts for you. You will be notified of any NSF items paid or returned that you may have. However, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus any NSF or overdraft fees that you owe the CU shall be due and payable immediately upon demand. Collection steps will be taken on accounts whose negative balances exceed 30 (thirty) calendar days, and the account may also be closed. If there is an overdraft paid by the CU on an account with more than one owner on the account signature card, each owner, if applicable, drawing or presenting the item creating the overdraft shall be jointly and severally liable for such overdrafts plus applicable fees.

### Limitations

Available only to eligible personal checking accounts primarily used for personal or household purposes. Ineligible checking accounts include, but may not be limited to: accounts with loans that are more than five (5) days delinquent. The CU reserves the right to limit the number of accounts eligible for Privilege Pay to one per household. All savings (share) accounts, Business/Organization Checking Accounts, money market savings accounts, and all minor accounts are also not eligible. Privilege Pay ONLY covers paper checks (share drafts), and ACH (automated clearinghouse) withdrawals. It does NOT cover: ATM withdrawals, point-of-sale (POS) transactions, preauthorized transfers, or any other transactions.

### Other Overdraft Services

If there are not sufficient funds in a member's checking account, items will overdraft to the Primary Share Account (S1) FIRST. An Overdraft Protection Line of Credit may also be available on a checking account with the CU. If a member chooses to open the Overdraft Protection Line of Credit, the line of credit will be drawn upon SECOND (after the S1) to cover eligible posting items. If a member is eligible for Privilege Pay, it will be accessed as the THIRD option. Please refer to the CU Fee Schedule for current fees.

### Opt-Out Notification

The CU automatically reviews each checking account for Privilege Pay eligibility. You may opt-out of Privilege Pay by notifying the CU and completing an Opt-Out Request Form. **DISCLAIMER:** Privilege Pay is noncontractual and discretionary. The CU is never obligated and may refuse to provide Privilege Pay on any checking account at any time, and from time to time. You do not have a contractual right or guarantee to Privilege Pay.

### Terms and Conditions Regarding Electronic Fund Transfers (Regulation E)

These terms and conditions do not apply to business and organization accounts.

### Consumer Liability

You must tell us at once if you believe your ATM or Debit Card has been lost or stolen. Telephoning the CU immediately is the best way of minimizing your losses. You could lose all the money in your account, plus your maximum Overdraft Protection Line of Credit. If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your ATM or Debit Card without authorization.

If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM or Debit Card, and we can prove we could have stopped someone from using your ATM or Debit Card without authorization if you had told us, you could lose as much as \$500.

For Glass City Debit Card transactions (not ATM transactions), liability is limited to a maximum of \$0 if the cardholder reports the loss or theft of the card within

two (2) business days of discovery that the card was lost or stolen. If the cardholder reports the loss or theft of the card beyond two (2) business days of discovery, maximum liability is \$50. These limits with respect to unauthorized transactions may be exceeded to the extent under applicable law only if we have determined that the cardholder was grossly negligent or fraudulent in the handling of his or her account or card.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement is mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe your ATM or Debit Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call (419) 887-1000 or (800) 837-3595, or write to us at 1340 Arrowhead Drive, Maumee, Ohio, 43537. Our business hours, for purposes of these disclosures, are Monday through Friday. Holidays are not included.

### Our Liability

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your Overdraft Protection Line of Credit.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions not stated in our agreement with you.

### Error Resolution

In case of errors or questions about your electronic transfers, call or write to us immediately upon finding the error or loss. If you think your statement or receipt is incorrect, or if you need more information about a transfer listed on the statement or receipt, we must hear from you not later than 60 days after we sent you the first statement on which the problem or error appears. The following information should be provided:

- Your name and account number.
- A description of the error or the transfer you are unsure of, an explanation of why you believe it is an error, or if you need more information.
- The dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the notice of error involves a new Glass City Debit Card or ATM Card opened within 30 days after the first deposit to the account was made) after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if a notice of error involved an electronic fund transfer that a) was not initiated within a state, b) resulted from a point-of-sale debit card transaction, or c) occurred within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your Glass City Debit Card or ATM Card account within 10 business days (20 business days if the Glass City Debit Card or ATM Card was opened within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account.

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

### Transfer Types and Limitations

You may use your Glass City Debit Card or ATM Card and your personal identification number (PIN) to do any of the following:

- Withdraw cash from your checking or savings accounts
- Make deposits to your checking or savings accounts
- Transfer funds between your checking and savings accounts
- Obtain balance information for checking and savings accounts
- Pay for purchases at retail locations that have agreed to accept the Debit Card or ATM Card

Some of these services may not be available at all terminals.

### Limitations on Frequency of Transfers

For security reasons, there may be limits on the number of transfers you can make using our terminals or point-of-sale transfers.

### Limitations on Dollar Amounts of Transfers

- You may transfer up to the available balance at that time in your account.

- You may withdraw up to \$310 cash per day with your Debit/ATM Card & PIN.
- You may purchase up to \$2,500 (or the available balance in your account, whichever is less) of goods or services each day you use your Debit Card at accepted merchants.

#### Documentation

- Terminal Transfers- You can get a receipt at the time you make any transfer to or from your account using one of the ATMs or point-of-sale terminals.
- Periodic Statements- You will receive a monthly account statement.

#### Direct Deposit and Transfer Documentation

You will receive an account statement each month unless there are no transfers or other qualifying account activity in a particular month. You will receive a statement every quarter regardless of the activity on your account.

If you have told us in advance to make regular payments out of your account:

- You can stop any of these payments by calling us at (419) 887-1000 or writing us at 1340 Arrowhead Drive, Maumee, Ohio, 43537, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing, and get it to us within 14 days after you call. We will charge you for each stop payment order you give. Please refer to the Fee Schedule for the CU's current fees.

We will disclose information to third parties about your account or the transfers you make for any of the following reasons:

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

#### How to Stop Pre-Authorized ACH Debits

If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

To do so, please contact the CU at 419-887-1000 or 800-837-3595, or write to the address below in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, the CU requires you to put your request in writing on an ACH Stop Payment Request, and return it to the CU within 14 days after your call. You may receive an affidavit by visiting any branch or by calling the CU at the above number. A stop payment fee is charged for each pre-authorized debit you request to stop as stated in the Fee Schedule. Mail your completed affidavit to us at: Glass City Federal Credit Union, 1340 Arrowhead Drive, Maumee, OH 43537.

If you order the CU to stop one of these payments 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.

#### Home Banking and Online Bill Pay

You may use Online Bill Pay to pay bills online with funds from your Glass City checking account. All other terms and conditions regarding Electronic Fund Transfers also apply to Bill Pay.

Credit given by the CU to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Ohio as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

#### Home Banking/Online Bill Pay Usage Agreements

By usage of a Personal Identification Number (PIN or password) in conjunction with Home Banking, a member has certified his or her acceptance of the terms and conditions contained in this agreement and any subsequent disclosures affecting electronic funds transfer provided to the member by the CU.

The following terms and conditions apply to usage of the CU's Home Banking and Online Bill Pay service:

1. The member will only authorize the owner or joint owners on the Primary Share Account to use this service. The member will not disclose his or her PIN or otherwise make it available to anyone not authorized to sign on to the member's Primary Share Account.
2. The CU may terminate this agreement and the member's use of Home Bank-

ing if any of the following occurs:

- a. The member or any joint owner on the account breach this or any other agreement with the CU.
- b. The CU has reason to believe that there has been an unauthorized use of the member's PIN.
- c. The member or any joint owner on the account notify the CU in writing that this agreement is cancelled.

3. Amendments to this agreement may be provided to the member in accordance with applicable law without reinstatement of these terms. The use of Home Banking is subject to such other terms, conditions and requirements as the CU may establish at any time.

4. The member waives all present or future claims against the CU and releases said CU from all responsibility for loss or damage not caused by the CU's negligence which the member may incur through unauthorized transactions of any kind from the member's account or accounts through the custody and use of the member's PIN.

5. If the member defaults in any amounts he or she owes under this agreement, the member agrees to pay any and all attorney fees and collection costs incurred by the CU to the extent allowed by law. The member further understands that the member's PIN is not transferable, and the member will not disclose the PIN or permit any unauthorized use thereof.

#### Unlawful Internet Gambling Enforcement Act (Reg GG)

The U.S. Department of the Treasury and the Federal Reserve Board issued a final rule to implement applicable provisions of the Unlawful Internet Gambling Enforcement Act of 2006, which became effective December 1, 2009.

The Act prohibits any person from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling, defined as "placing, receiving or otherwise knowingly transmitting a bet or wager by any means which involved the use, at least in part, of the Internet where such bet or wager is unlawful under any Federal or State law in the state in which the bet is made." Restricted transactions are prohibited from being processed through your account(s) with the CU. (Restricted transactions are transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful Internet gambling.)

#### Communications Consent

As per the CU membership application, you agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message, or other means allowed by law regarding your account(s) and or membership status. You authorize Glass City FCU, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. You agree that we may monitor or record any conversation or other communication with you.

#### USA Patriot Act

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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# FACTS

## What does Glass City Federal do with your personal information?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product(s) or service(s) you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and Income</li> <li>• Account balances and Payment history</li> <li>• Account transactions and Credit history</li> </ul> <p>When you are no longer our member, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Glass City Federal chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Glass City Federal share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> – to offer our products and services to you	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	<b>No</b>	<b>We do not share</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We do not share</b>

**Questions?** Call toll-free 1-800-837-3595 or go to [www.glasscityfcu.com](http://www.glasscityfcu.com)

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Glass City Federal Credit Union
<b>What we do</b>	
<b>How does Glass City Federal protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with Federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Glass City Federal regularly tests and assesses our information security measures, systematically trains employees, and adopts upgrades and enhancements as necessary to protect your information.</p>
<b>How does Glass City Federal collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Show your driver's license or use your credit or debit card</li> <li>• Make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include Glass City Federal Credit Union; and Area Financial Services Credit Union Service Organization (CUSO).</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Glass City Federal does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include investment, insurance, and other financial services companies.</li> </ul>