

Welcome Guide

Important information
about transitioning your
PortAlliance accounts.



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Mission Statement

The Chartway family of members and employees invests in the good of our community. Through our shared values and goals of living affordably and being financially optimistic, together we prosper – through service relationships and providing sound financial opportunities.

Branch Relocations

On Friday, May 3, our Naval Station Norfolk Base Branch located at 1968 Gilbert St., W-143, will consolidate with our Chartway location in building C9:

Naval Station Norfolk – C9
1731 Gilbert St., Building C9
Norfolk, Virginia 23511

On Friday, May 3, our Suffolk Branch located at 521 W. Washington St. will consolidate with our new Suffolk location:

Suffolk Branch
1910 N. Main St., Suite 100
Suffolk, Virginia 23434

Transition

At the close of business on Saturday, May 4, 2019, the deposit and loan accounts currently held at PortAlliance Federal Credit Union branches will become Chartway Federal Credit Union accounts. A full list of branch locations, along with branch, Direct Teller, and drive-thru hours of operation can be found online at www.chartway.com.

Member Solutions Center Information

We are available at **(800) 678-8765** 24 hours a day, 7 days a week to help with any questions you may have.

Transition Timeline

Important dates for you as PortAlliance transitions to Chartway.

- **Late April 2019:**

Members will begin to receive new debit cards.

- **May 3, 2019:**

On Friday, May 3 at 4:30 p.m., the branch located at 1968 Gilbert St., W-143, will consolidate with our nearby Chartway branch located at 1731 Gilbert St., Building C9. Please visit this branch starting at 8:00 a.m. on Monday, May 6, 2019.

On Friday, May 3 at 6:00 p.m., the Suffolk branch located at 521 W. Washington St., will close and consolidate with the brand new Suffolk (Obici) branch located at 1910 N. Main St., Suite 100. The Obici branch will be open at 9:00 a.m. on May 6, 2019.

At 7:00 p.m. on May 3, all PortAlliance systems will go down as we transition all accounts to Chartway. WebPort Online and Mobile Banking will no longer be available as of this date. You will be able to enroll in Chartway's Online Banking on May 6.

- **May 4, 2019:**

Members may begin to activate and use their new debit cards. Please note on May 4 and May 5, there will be a temporary card limit of \$500 when using your debit card at an ATM or using a PIN for Point-of-Sale purchases.

- **May 6, 2019:**

PortAlliance fully converts to Chartway operating systems.

The Chartway fee schedule included with this brochure will be in effect as of May 6, 2019.

Members can order a free box of new Chartway checks and begin using them **after May 6, 2019**, by calling (800) 678-8765 or visiting a branch location and using promo code "HAPPYTOGETHER." *Captain's Club* and *Checks for Life* members will continue to receive free checks on these accounts only.

Guide to Products and Services

Account Numbers and Member Numbers

We will retain PortAlliance's routing number and honor all existing PortAlliance checks. Your member number will remain the same unless you receive a letter from us in late April with a new member number assignment. We will send you a separate letter listing your new Chartway Account information in early May. The funds in your accounts will automatically transition to your new Chartway accounts and will continue to be federally insured just as they are today.

Checking and Savings

Checking, savings, and IRAs (Individual Retirement Account) from PortAlliance will convert to similar accounts at Chartway Federal Credit Union. If you would prefer a different account, please speak with a Member Service Representative after May 6, 2019.

Consumer, Mortgage, and Commercial Loans

The Chartway routing number is **251481614**. The servicing of your PAFCU real estate secured loan will be transferred to Chartway Federal Credit Union. We will start accepting your payments on May 4, 2019. You can make your payments in-person at any Chartway Federal Credit Union branch, or you can mail your payment to:

Chartway Federal Credit Union
ATTN: Mortgages
5700 Cleveland Street
Virginia Beach, VA 23462

Share Certificates

Existing share certificates will keep the same terms and maturity dates through the current expiration date. Upon maturity, certificates may be renewed according to Chartway's rates/terms.

Credit Cards

You may continue to use your PortAlliance credit cards until May 12, 2019. On May 13, 2019, please activate and start using your Chartway credit cards, which you will have received by then. **Please note: you will not begin to see your credit card transactions in Online Banking until May 13, 2019.** Members can access up to two years of transaction history through Online Banking.

Safe Deposit Boxes

Safe deposit boxes are currently housed at our Raby Road location. Please continue to access your safe deposit boxes at the Raby Road location.

Checking and Savings Statements

You will continue to receive account statements. Upon completion of the conversion, you'll begin receiving account statements under Chartway's statement schedule, which is generally the 5th to the 10th of each month. To receive your statements electronically, please opt-in to eStatements through Chartway's Online Banking.

Transaction Information

Checks

You may continue to use your current PortAlliance checks until your new ones arrive. More information about ordering new checks is under the Transition Timeline on page 4.

Debit Card and PIN

You should start receiving your new Chartway debit card with activation instructions in late April to replace your current card. **Please activate and begin using your new card on May 4, 2019.** Please note on May 4 and May 5, there will be a temporary card limit of \$500 when using your debit card at an ATM or using a PIN for Point-of-Sale purchases. When you are issued your new card, it will have a new card number. To activate your card and select a PIN, please call (844) 433-1146 and follow the prompts on our voice response system.

ATMs

Chartway members have access to 11 Direct Tellers (Interactive Teller Machines) and 24 ATMs in the Hampton Roads area. Additionally, members have access to more than 30,000 surcharge-free ATMs nationwide through the CO-OP Network[®].

Direct Deposits and Automatic Drafts

Chartway will continue to accept your direct deposits and automatic drafts (ACH transactions). However, we encourage you to confirm the changes to both your account and routing transit numbers once you receive your Chartway information.

Recurring Transfers

Recurring transfers are transfers between accounts for the same amount or between the same accounts on a scheduled basis. For example, to transfer \$500 from your checking account to your savings account on the 15th of every month, you could set up an automatic recurring transfer through Online Banking.

Effective May 6, 2019, if you currently have existing automatic recurring transfers established through Online Banking on your accounts, you will need to create new transfers once you have enrolled in Chartway's Online Banking.

Chartway's Online and Mobile Banking with Unlimited Bill Payment

After your accounts are transferred, you will be able to enroll in our free Online and Mobile Banking platform. Personalize your banking experience, view balances, transfer money, and make payments. Link your accounts from other financial institutions to see all of your finances in one place. Create and track budgets, set savings goals, and much more. Chartway mobile apps are available for iPhone®, iPad®, and Android® devices.

With our online and mobile banking, you can:

- Send money using email addresses or mobile numbers
- Deposit checks using the Chartway mobile app
- Enjoy account security at the highest level available
- Use text commands to check balances or transfer funds
- Control your debit card activity with enhanced options like reporting lost or stolen cards and submitting travel notifications

Online Banking Login and Access

You may continue to use PortAlliance's Online Banking until May 3, 2019. After conversion on May 6, you will need to enroll in Chartway's Online and Mobile Banking.

Important Update: with Chartway's Online Banking, you will see all of your former PortAlliance accounts along with any Chartway accounts in one place, including accounts for which you are a joint owner. You will now have the convenience of logging in to all of your accounts with a single login!

To ensure that your first login goes smoothly, please contact us to update or verify all of your information, including vital information and joint owner information. If you are a joint owner on any account, you will need to verify or update your information on those accounts, as well.

To enroll in Online Banking, please follow these steps:

Step 1: Download our mobile app or visit Chartway.com and choose the “Enroll” link under the username field. Complete the enrollment form with your information.

Step 2: Create a new unique username that you will use to log in going forward.

Step 3: Choose how you would like to receive your secure access code.

Step 4: Enter your secure access code when prompted, and create a new password.

Step 5: Read and accept account disclosures. You may accept after scrolling to the bottom of the disclosures.

Step 6: After setup, you will be prompted to log in with your new information. You will go through the secure access code process again. At this time, you can choose to register your personal device.

Service Information

Overdraft Privilege and Protection

For the convenience of our eligible checking account members, we provide Overdraft Protection Coverage. Once your account becomes eligible, you will receive a letter by mail that further explains the program and the fees associated with it.

Overdraft protection services apply to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account you may have at Chartway for a fee.

Your Account Conversions

Savings and Money Market Accounts

If you have this PAFCU account:	You will have this CFCU account:
Regular Share	Prime Share
Custodian Share	Prime Share
Quarterly	Custom
Insurance Escrow	Insurance Escrow
Smart Share	Custom
Christmas Club	Custom
Gain Student Share	Prime Share
Kasasa Saver with Cash	Custom
Kasasa Saver with Cash Back	Custom
Money Market	Money Market

IRAs

If you have this PAFCU account:	You will have this CFCU account:
Traditional IRA	Traditional IRA
Roth IRA	Roth IRA
Educational IRA	Educational IRA

Share Certificates

6-Month Certificate	6-Month Certificate
7-Month Certificate	6-Month Certificate
10-Month Certificate	6-Month Certificate
11-Month Certificate	6-Month Certificate
12-Month Certificate	12-Month Certificate
13-Month Certificate	12-Month Certificate
15-Month Certificate	12-Month Certificate
17-Month Certificate	12-Month Certificate
18-Month Certificate	18-Month Certificate
19-Month Certificate	18-Month Certificate
20-Month Certificate	18-Month Certificate
24-Month Certificate	24-Month Certificate
25-Month Certificate	24-Month Certificate
36-Month Certificate	36-Month Certificate
40-Month Certificate	36-Month Certificate
48-Month Certificate	48-Month Certificate
60-Month Certificate	60-Month Certificate
80-Month Certificate	60-Month Certificate

Checking Accounts

Share Draft	LifePlus
Smart Choice Share Draft	LiveNow
High Yield Share Draft	LifePlus
Kasasa Cash with Saver	Cash Back Checking
Kasasa Cash Back with Saver	Cash Back Checking
Kasasa Cash Checking	Cash Back Checking
Kasasa Cash Back Checking	Cash Back Checking
Gain Student Share Draft	LiveNow
Custom Savers Club	Custom

Business Accounts

Business Checking	Business Checking
Business Share Savings	Business Prime

Checking and Savings Account Information

All of our Checking Accounts offer:

- Free Visa[®] Debit Card
- Free Bill Pay, Mobile, and Online Banking
- eStatements
- Unlimited Teller Access
- Access to over 30,000 ATMs nationwide through CO-OP Network[®]

Cash Back Checking

With Chartway's Cash Back Checking, you can *earn money for spending money*. Earn up to 3% cash back on purchases and reimbursements on ATM surcharge fees up to \$10 each month!

When you:

- Make \$500 in checking deposits
- Make 10 debit card purchases or more
- Maintain an active eStatements account

You earn up to \$10 per month:

- 3% cash back on purchases
- ATM surcharge refunds

Features and benefits include:

- Early payday – up to three days early!
- Overdraft Protection¹

¹ Some restrictions apply. For complete details and full disclosures, call a Member Service Representative at (800) 678-8765.

LifePlus Checking*

Our LifePlus Checking account offers fewer fees and better features:

- Dividend earnings (based on balance)
- Early payday – up to three days early!
- Overdraft Protection

With our LifePlus Checking account, you not only have the option to earn dividends, there are also three ways you can avoid monthly maintenance fees:

- Maintain or establish a monthly direct deposit
- Make 10 or more debit card purchases each month
- Maintain an average daily balance of \$500

Making life affordable is what we do best. Spend less and earn more with our new LifePlus Checking account.

*Membership eligibility subject to verification.

LiveNow Debit Account*

Our LiveNow Debit Card gives you the freedom to use your money when you want, the way you want—without worrying about checks bouncing or fees piling up. Use your card for everyday living expenses or for extraordinary life experiences. Whatever you choose, the LiveNow Debit Card will help you stay on track. This debit-only account has all the benefits of a checking account like online and mobile banking, Bill Pay, and direct deposit, but there are no overdraft fees. When the money you've budgeted is spent, it's gone—until you deposit more.

LiveNow Debit Card features:

- No minimum monthly balance required
- No monthly maintenance fees
- Same Day Direct Deposit

*Membership eligibility subject to verification.

Business Checking

Whether your business is an LLC, a sole proprietorship, a corporation, or another type of business, our business checking and savings accounts work as hard as you do. Just \$100 establishes your business checking account.

- Transaction flexibility
- Free Visa[®] Debit Card
- Free Online and Mobile Banking
- Free Business Bill Pay
- Free Call-24 Automated Telephone Banking
- Free Mobile Deposit*

*Message and data rates may apply.

Share Savings Account

When you opened your Prime Share Savings Account, you created your share in the credit union, which stays in your account and cannot be withdrawn unless you close your account.

Custom Share Account

If you need a second share savings account, the Custom Share account is the way to go. Open for any amount and earn dividends when your average daily balance reaches \$100.

All share savings accounts are subject to Federal Reserve Regulation D, which restricts transfers from savings to no more than six per month. These transfers include overdraft transfers, pre-authorized ACH debits, phone transfers, online banking, and Call-24 telephone banking transfers.

Business Share Savings

Our Business Prime Share Account allows you to save for a specific purpose.

Share Certificates

Share certificates are a great hands-off way to save while your money earns a rate that's among the most competitive in the market. Your money is safe in a Chartway share certificate.

- **Flex-Term:** Use Flex-Term certificates to match your share certificate maturity date to the date when you want to use your funds. Avoid early withdrawal penalties and have your money available when you need it. Terms range from 6 to 71 months.

- **IRA Certificates:** Open a share certificate as an IRA and take advantage of tax-deferred savings. Unlike some other IRA investments, there are no administrative fees, so all your money stays yours!

Individual Retirement Accounts

We'll work with you to see how a Traditional IRA or Roth IRA fits into your retirement plan.

Traditional IRA

A Traditional IRA offers tax benefits now and in the future. You can save for retirement with tax-deferred earnings and you have the possibility of tax deductible contributions. Your tax advisor can help you determine what's best for you.

Certain situations allow for penalty-free withdrawals, including first-time homebuyer expenses, qualified higher education expenses, certain unreimbursed medical expenses, and more. Please contact us for more information about IRA withdrawals.

Roth IRA

With a Roth IRA you can enjoy tax-deferred earnings on your after-tax income, which usually means no taxes on withdrawals. Make contributions at any age and keep the IRA open as long as you like. There are no withdrawal requirements.

IRA Share Certificates

It's an IRA. It's a share certificate. It's both! Open a share certificate as an IRA and take advantage of tax-deferred savings. Unlike some other IRA investments, there are no administrative fees, so all your money stays yours!

Money Market Accounts

A Money Market Account is a great way to earn higher returns on your savings while keeping open the option to withdraw funds without penalty. And tiered rates mean that as your account balance goes up, so does your rate. Save more and earn more.

Credit Cards

Chartway has the perfect credit card to fit your lifestyle. With many money-saving benefits and a robust rewards program, you won't need another card in your wallet.

Chartway Visa[®] Signature*

- 1.5 Scorecard Rewards Points per dollar spent
- Redeem for Travel, Cash Back, or Merchandise
- Free Balance Transfers
- ATM Cash Anytime
- Advanced Fraud Protection
- Travel Benefits
- Concierge Service
- Cell Phone Protection

And much more

Chartway Visa[®] Rewards*

- 1.0 Scorecard Rewards Points per dollar spent
- Redeem for Travel, Cash Back, or Merchandise
- ATM Cash Anytime

And much more

*Restrictions apply. For complete details, visit us online at chartway.com.

Loan Information

Auto Loans

A pre-approved auto loan from Chartway lets you focus on getting the best deal for your new ride. The application is easy and our decisions come fast. Apply today, shop today! These features come standard on your Chartway Auto Loan:

- Low rates and flexible terms
- High loan-to-value financing on your purchase
- No payment for up to 45 days after signing¹
- Fast decisions!
- Pre-Approval checks available upon approval to qualified applicants to streamline the car buying process
- Loan payment skips offered twice a year
- Members who are approved for pre-owned auto loans and refinancing may be eligible to receive a FREE 3-month trial subscription of the SiriusXM® All Access package on SiriusXM-enabled vehicles²

Find Your Perfect Vehicle Today!

- Still shopping for your perfect car? Use the Chartway Car Buying Service powered by TrueCar to help locate your perfect vehicle through shopping dealerships online and unlocking special savings.
- History of what others have paid in your local area
- Upfront pricing from certified dealers
- Special 0.25% APR discount when you use the service and get your loan through Chartway³
- Average savings for members of \$3,383³ off MSRP⁴!

Restrictions apply.

¹ Interest will accrue on the day the promissory note is signed and continue to accrue during time payments are not remitted.

² Certain vehicles with factory-installed satellite radio may not qualify for SiriusXM satellite radio service subscriptions as part of the SiriusXM Credit Union Program.

³ Must present six-digit TrueCar certificate number at time of funding in order to be eligible for 0.25% APR discount on approved vehicle. Total applicable discounts may not exceed 0.75% APR.

⁴ Actual savings may vary.

Personal Loans

Personal loans can be a smart and simple way to get the funds you need. Chartway offers different personal loan types that are affordable and easy to manage!

- **Personal Signature Loan**

Make purchases from your wish list, take a vacation, or fund a project. You can use your loan funds for whatever you choose. Personal loans make budgeting easier and could help improve your credit rating.

- Fixed, affordable payments
- A wide variety of flexible terms
- Loan amounts up to \$35,000

- **Personal Line of Credit**

Your Chartway personal revolving line of credit can do it all: pay for unexpected expenses, consolidate other balances, or make that must-have purchase. Best of all? You can tap it, repay it, and reuse it!

- Lines up to \$35,000
- No term limit
- No collateral

- **Private Student Loan**

- Fill the funding gaps that other sources of financial aid leave open.
- With a Chartway private student loan, you know you're getting the best deal from a lender you can trust. We make borrowing for school easy and affordable: no origination fee, fully-deferred payments while you're in school, and a convenient line of credit that can be used over multiple years. School's in session!

Home Equity Loans and Lines of Credit

Whether you're in the market for an equity line or loan, Chartway helps you put your home's equity to work. With low rates and flexible terms, we help you choose the right home equity option to finance your dreams—whatever they may be.

- **Home Equity Loan**

A Chartway home equity loan, also called a second mortgage, is a one-time lump-sum borrowed against your home's equity, and used however you see fit. This installment loan comes with a low fixed rate and consistent monthly payment, to help you plan your budget even better. Depending on how you use your Home Equity Loan, the interest may even be tax deductible.**

- **Home Equity Line of Credit**

A HELOC from Chartway works just like a credit card. With low introductory rates, this revolving line of credit lets you borrow only what you need, when you need it. Then, you only pay interest on the amount advanced from your line. We also offer fixed rates for added flexibility and predictability. Benefits include:

- Quick, easy access to funds
- Online money transfers

**Consult your tax advisor regarding the deductibility of interest. Some restrictions may apply. For complete details and full disclosures, contact us at (800) 678-8765.

Home Mortgages

We offer a variety of loan options, including fixed-rate and adjustable-rate mortgages. Great rates, superior local service, the convenience of online tools, and a full range of mortgage loan options are what you can expect from us.

- **Hybrid ARM (3/1 ARM, 5/1 ARM, 7/1 ARM)**

These increasingly popular ARMS—also called 3/1, 5/1 or 7/1—can offer the best of both worlds: lower interest rates (like ARMs) and a fixed payment for a longer period of time than most adjustable rate loans. For example, a “5/1 loan” has a fixed monthly payment and interest for the first five years and then turns into a traditional adjustable-rate loan, based on then-current rates for the remaining 25 years. It’s a good choice for people who expect to move (or refinance) before or shortly after the adjustment occurs.

- **Conventional Fixed Rate Mortgage**

The traditional fixed-rate mortgage has a constant interest rate and monthly payments that never change. This may be a good choice if you plan to stay in your home for seven years or longer. If you plan to move within seven years, then adjustable-rate loans are usually cheaper.

- **FHA Loans**

An FHA-insured loan is a U.S. Federal Housing Administration insurance-backed mortgage loan which is provided by an FHA-approved lender. FHA-insured loans are a type of federal assistance and have historically allowed lower income Americans to borrow money for the purchase of a home that they would not otherwise be able to afford.

- **Veterans Affairs Loans**

The Veterans Affairs loan was designed to offer long-term financing to eligible American veterans or their surviving spouses. The basic intention of the VA direct home loan program is to supply home financing to eligible veterans in areas where private financing is not generally available and to help veterans purchase properties with no down payment.

Recreational Vehicle and Watercraft Loans

Whether you're hitting the road, sailing the seas, or camping under the stars, a Chartway Recreational loan can help you get there. With great low rates and flexible terms, we can help you find maximum outdoor enjoyment.

Chartway Recreational Loans can be used for the purchase or refinance of:

- RVs and camping gear
- Sailboats, fishing boats, yachts, and personal watercraft
- Motorcycles and ATVs

Loan Protection

Add coverage to your Chartway loans and protect against the financial pressures that come from loss of life, disability, or involuntary unemployment. There's even loan protection for vehicle repairs and replacement. So, we've made it easy for you to protect your financial well-being with loan coverage options to give you peace of mind.

Guaranteed Asset Protection (GAP)

Guaranteed Asset Protection is a low-cost insurance coverage that supplements standard auto insurance to protect you against financial loss in the event your vehicle is stolen or declared a total insured loss.

- GAP pays the difference between the primary auto insurance carrier's settlement and the protected balance
- The protected balance is the payoff amount that is directly related to the purchase of the vehicle or the amount borrowed that is secured by the vehicle
- The GAP premium can be added to the total amount financed by the new loan

Mechanical Repair Coverage (MRC)

Mechanical Repair Coverage may help pay for covered repairs on new and eligible used vehicles. MRC is a competitively-priced service that adds flexible protection from unexpected vehicle repairs after the manufacturer's warranty expires. A choice of protection levels is available, with various deductible options and term/mileage plans.

- Hassle-free claim payments are made directly to licensed repair facilities in the U.S. and Canada
- Coverage may be transferred if the vehicle is sold to a private party; coverage may be canceled at any time on a prorated basis
- The MRC premium can be added to the total amount financed. MRC may be added any time, within mileage requirements

Loan Assure for Credit Cards

Loan Assure can be applied to credit card balances, allowing you to protect your credit and offer you and your loved ones peace of mind.

- One premium option allows you complete protection
- Coverage cancels loan payments if certain conditions are met
- Affordable rates make it easy to get your credit card debt protected to assure you are safeguarded from unseen life events

Loan Assure for Consumer Loans

Loan Assure can also be applied to consumer loans. Three different options give you the ability to choose which package is right for you.

- Loan Assure protects your credit and offers financial well-being
- The coverage cancels loan balance or payments, depending on the coverage you choose, and if certain conditions are met
- Affordable rates make it easy to get your loan protected to assure you and your loved ones are safeguarded from unforeseen life events

Loan Assure for Home Equity Loans

Loan Assure can be applied to Equity Loans and the two fixed-rate options available in the lines of credit. The HELOC line itself is not eligible for the Loan Assure coverage. Two different options give you the ability to choose which package is right for you.

- Loan Assure offers financial well-being
- Coverage cancels loan balance or payments, depending on the coverage you choose, and if certain conditions are met
- Affordable rates make it easy to get your loan protected to assure you and your loved ones are safeguarded from unforeseen life events

TruStage® AD&D Coverage

Accidental death and dismemberment insurance can help protect you and your family if you have a fatal accident or one that causes you specific, catastrophic harm.

- Add more coverage starting between \$1 and \$1.50 per month*
- You're entitled to \$1000 of no-cost TruStage® Accidental Death and Dismemberment Insurance—an exclusive member benefit paid for by Chartway Federal Credit Union. All you have to do is claim it
- Simply activate your no-cost insurance, or add coverage for yourself or your entire family. Acceptance is guaranteed—with no health questions or medical exam
- Don't miss out on this valuable, no-cost benefit of your credit union membership. Claim it now in just three minutes at TruStage.com/ADD. Or call toll-free (800) 798-8798

*Cost is between \$1 and \$1.50 per month for every \$10,000 of individual TruStage AD&D Insurance.

TruStage® AD&D Insurance is offered by TruStage Insurance Agency, LLC and underwritten by CMFG Life Insurance Company. The insurance offered is not a deposit and is not federally insured or guaranteed by your credit union. AD&D Base Policy Series E10-ADD-2012 and E10a-014-2012ADD-1607683.1.

Fees Effective: May 6, 2019

Checking and Overdraft Protection	Amount
LifePlus Checking (waived with direct deposit or 10 monthly debit card purchases or average monthly balance of \$500)	\$6.00/month
Overdraft Privilege ¹ (can cover up to \$750 on transactions when there are insufficient funds)	\$30.00/per
Automated Share Transfer	\$6.00/per
Paper Statement Fee ²	\$2.00/month
General Accounts	Amount
Address Locator Fee/Return Statement	\$7.50
Check Printing	Varies by Style
Garnishment/Levy/Subpoena	\$50.00
Non-Sufficient Funds	\$30.00
Stop Payment	\$30.00
Return Items (deposited/cashed/payment)	\$20.00
Single Service Account Fee ³	\$4.00
Payment by Phone	\$5.00
Cards (ATM, Debit, Credit)	Amount
ATM Balance Inquiry (Non-Chartway owned machine, out of CO-OP Network®)	\$1.00
ATM / Transactions (Non-Chartway owned machine, out of CO-OP Network®)	\$1.00
Gift Cards	Amount
Gift Card Purchase (non-reloadable)	\$3.00

Safe Deposit Box	Amount
Safe Deposit Drilling (with new keys)	\$180.00
Lost Keys	\$55.00
Wire Transfers	Amount
Outgoing Domestic	\$25.00

Fees subject to change.

¹Accounts will be charged the standard Overdraft fee of \$30 for handling each overdraft created by check, ACH, Point-of-Sale, ATM withdrawal, in-person withdrawal, or other electronic item that is paid and \$30 for items returned. An overdrawn balance must be repaid within 32 days. We may not pay items under your Overdraft Privilege if you do not maintain your account in good standing by bringing your account to a positive balance within every thirty-two (32) day period for a minimum of one business day, if you default on any loan or other obligation to Chartway Federal Credit Union or if your account is subject to any legal or administrative order or levy.

²Waived with eStatements or for minors and members aged 65 years old or greater.

³Single Service Account Fee — Waived for Prime Share account holders who maintain a minimum daily balance of \$200, or have direct deposit, or have an additional qualifying product. (Definition of qualifying products are: Custom Share, Money Market, IRA, Certificate, Checking, Loan, Open Credit Card or Mortgage Loan. Account holders under the age of 18 are excluded.)

FACTS

WHAT DOES CHARTWAY FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- account transactions and checking account information
- income and payment history

When you are *no longer* our member, we continue to share your information as described in this notice.

How?

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 Chartway Federal Credit Union chooses to share; and whether you can limit this sharing.

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

Questions?

Call us toll-free at (800) 678-8765

What we do

How does Chartway Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Chartway Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ open an account or deposit money ▪ pay your bills or use your credit or debit card ▪ apply for financing <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State law and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Chartway Federal Credit Union has no affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Chartway Federal Credit Union does not share with our nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include investment and insurance companies.</i>

Membership and Account Agreement

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words “you,” “your,” and “yours” mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card). The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice and Disclosure, or Account Receipt accompanying this Agreement, the Credit Union’s bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

1. MEMBERSHIP ELIGIBILITY — To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (“membership share”) as set forth in the Credit Union’s bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. INDIVIDUAL ACCOUNTS — An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

NORTH CAROLINA — An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner’s estate or beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

TEXAS MEMBERS

2. SINGLE PARTY ACCOUNTS — An account payable to one (1) party, the owner, (which includes natural persons, corporations, partnerships, trusts established other than by the form of the account, unincorporated associations, and other organizations) qualified for credit union membership. If the owner dies, the account is payable to Payable on Death (POD) beneficiary(ies), if so named, or as a part of the owner’s estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests by the owner or by the owner’s agent prior to notice of the owner’s death, and to our statutory lien for the owner’s obligations, and to any security interest or pledge granted by the owner.

3. JOINT ACCOUNTS — A joint account is an account owned by two (2) or more persons.

NORTH CAROLINA MEMBERS. (G.S. 54-109.58) A joint account is an account owned by two (2) or more persons.

TEXAS MEMBERS. JOINT MULTIPLE PARTY ACCOUNTS — A joint account is an account payable to any one (1) of two (2) or more parties, the owners. During life, the owners of a joint multiple party account own the account in proportion to their net contributions to the account. The owners of a joint multiple party account are presumed to own the account in equal undivided interests, unless there is satisfactory proof of the parties’ net contributions to the account. The owners’ net contributions to a joint multiple party account are calculated in accordance to Sec. 125.104(b) of the Texas Finance Code and Sec. 436(6) of the Texas Probate Code, as amended from time to time.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

VIRGINIA MEMBERS. For a joint account, the existence or nonexistence of rights of survivorship shall be established by designation on the Account Card. If the Account Card designation is “Joint Account With Survivorship,” then, on the death of an owner of the account, the deceased owner’s interest in the account passes to the surviving owner(s) of the account. If the designation is “Joint Account No Survivorship,” then, on the death of an owner of the account, the deceased owner’s interest in the account passes as a part of that owner’s estate under the deceased owner’s will, trust, or by intestacy. If no designation is made on the Account Card or if the designation is unclear, a joint owner’s account includes rights of survivorship. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

NORTH CAROLINA MEMBERS. For a joint account with rights of survivorship, upon the death of one (1) of the owners, the money remaining in the account will belong to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

TEXAS MEMBERS. For joint multiple party accounts with rights of survivorship, on the death of one (1) party, all sums in the account on the date of the death vest in and belong to the surviving party as his or her separate property and estate. This means that when one (1) owner dies, ownership of the account passes to the surviving owner(s). If there are two (2) or more surviving owners, their respective ownerships during lifetime shall be in proportion to their previous net contributions to the account increased by an equal share for each

survivor of any interest the decedent may have owned in the account immediately before his or her death. The rights of survivorship in the account continue until only one (1) owner remains surviving. For a joint multiple party account without rights of survivorship, when one (1) owner dies, the deceased owner's interest in the account passes as part of the deceased owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or by an owner's agent prior to notice of an owner's death, and to our statutory lien for the owner's obligations, and to any security interest or pledge granted by the owner.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

TEXAS MEMBERS. Control of Joint Multiple Party Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. However, subject to a policy adopted by the Credit Union's board of directors, a member, by written notice to us, may change any joint owner designated on the account or remove any such joint owner, change the form of the account, or stop or vary payment under the terms of the account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, each of the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

TEXAS MEMBERS. Joint Multiple Party Account Owner Liability. If an item deposited in a joint multiple party account is returned unpaid, a joint multiple party account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in a joint multiple party account, regardless of who contributed the funds.

4. POD/TRUST ACCOUNT DESIGNATIONS — A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

VIRGINIA MEMBERS — A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Accounts payable to more than one (1) surviving beneficiary/ payee are owned jointly by such beneficiaries/payees with rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

NORTH CAROLINA MEMBERS — A Payable on Death (POD) account is an account held in the name of one (1) or more persons as owner or owners for one (1) or more persons designated as beneficiaries. The account and any balance thereof is subject to the following: a) during your lifetime you may withdraw the money in the account; and b) by written direction to the Credit Union, you may change the beneficiary or beneficiaries; and c) upon your death the money remaining in the account will belong to the beneficiary or beneficiaries, and the money will not be inherited by your heirs or be controlled by your will. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account nor the vesting of a beneficiary's interest in any account, except as otherwise provided by law.

TEXAS MEMBERS — A single or joint multiple party account that is payable on request to the owners during their lifetimes and, upon the death of all owners, is payable to the surviving named POD beneficiaries. If there is more than one (1) surviving POD beneficiary, the beneficiaries shall own the account jointly without rights of survivorship. Any POD designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account nor the vesting of the beneficiary's interest in any account, except as provided by law.

5. ACCOUNTS FOR MINORS — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

TEXAS MEMBERS — We may require any account established by a minor to be a joint multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a parent is an account owner, the parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT — A Uniform Transfers to Minors Account (UTMA) or Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

TEXAS MEMBERS: ACCOUNTS SUBJECT TO TUTMA — An account designated as subject to the Texas Uniform Transfers to Minors Act (TUTMA) is a single-party account for a minor. The account is created by the transfer of funds into an account subject to the TUTMA for a named minor. The transfer and all additional deposits to the account are irrevocable gifts to the minor. The transferor of the initial deposit to the account must name one (1) person eligible under the TUTMA to serve as custodian of the account. The custodian has possession and control of the account and is required by law to manage the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies without a successor custodian already named for the account, we may suspend the account until a successor custodian is named, we receive instructions from any person authorized by law to withdraw funds, or we receive a court order authorizing withdrawals.

7. AGENCY DESIGNATION ON AN ACCOUNT — An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

VIRGINIA MEMBERS - POWER OF ATTORNEY AND AGENCY DESIGNATION ON AN ACCOUNT —

a. Power of Attorney. We have the right to review and approve any form of power of attorney and to require subsequent evidence as to the current effectiveness of any power of attorney, including but not limited to periodic affidavits of any attorney-in-fact.

b. Agency Designation. An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

TEXAS MEMBERS: CONVENIENCE ACCOUNT — A convenience account is an account established by one (1) or more parties, the owners, who have authorized one (1) or more other persons, the convenience signers, to make transactions to the account. All sums on deposit in a convenience account may be paid or delivered to the account, to the owner(s), or to the convenience signer(s) for the convenience of the owner(s). The convenience signer(s) have no ownership interest in a convenience account and no voting rights in the Credit Union. The deposit of funds to a convenience account does not affect the title to the deposit and does not constitute a gift to a convenience signer of the deposit, any additions, or any accruals. If anyone other than an account owner makes a deposit to a convenience account, the deposit and any additions and accruals are deemed to have been made by an owner. Upon the death of the last surviving owner, ownership of a convenience account passes as a part of the owner's estate under his or her will or by the applicable laws of intestacy; a convenience signer has no right of survivorship in the account. We may continue to pay funds in a convenience account to the convenience signer(s) until we receive written notice from any account owner not to make payment to a convenience signer(s) until we receive written notice of the death of the last account owner. We have no duty to inquire about the use or purpose of any transaction made by a convenience signer for a convenience account.

8. DEPOSIT OF FUNDS REQUIREMENTS — Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment

of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

9. ACCOUNT ACCESS —

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

VIRGINIA MEMBERS. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We reserve the right to restrict account withdrawals or transfers from your account, provided that we shall not be liable for any damages arising from any action we take regarding either (i) withdrawals or transfers; or (ii) payments or nonpayments of a check or draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

FLORIDA MEMBERS. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. Subject to applicable law, we can not reasonably refuse to honor a power of attorney.

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

10. ACH & WIRE TRANSFERS — Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to

hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

11. ACCOUNT RATES AND FEES — We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS —

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS — Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS —

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your account plus any applicable fee (“overdraft”), we may pay or return the overdraft. The Credit Union’s determination of an insufficient available account balance may be made at any time between presentation and the Credit Union’s midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. For ATM and one-time debit card transactions, you must consent to the Credit Union’s overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member’s opt-in choice for overdraft protection and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

- Balance: Includes all available and unavailable funds in your account.

- Available Balance: Funds on deposit that are available for your use in writing checks or making other withdrawals. These balances would be net of funds placed on hold, such as checks drawn against another bank, or pledged against purchases approved but not yet cleared through your account when using your Debit or ATM card.

When you deposit a check into your account, the entire amount is not always immediately available for your use in writing checks or making withdrawals or purchases. Availability of funds from a check deposit depends upon several factors, including the type of account you have, what bank the check is drawn on, and any holds or pledges.

Also, if you have been using your Debit or ATM card, that purchase amount is not always withdrawn from your account immediately. It is very important to record all purchases and track them against what is showing in your online balances. When using your online banking service, please refer to your **Account Summary** tab to help reconcile to your personal records. This summary will show both total balances and available balances. Club memberships, such as gym dues, can also cause your account to become overdrawn.

b. Payment Order of Items. Items officially post throughout the business day. Posting an item affects your “balance.” The current balance is the beginning of the day balance after the prior evening’s posting. The “available balance” is the amount you have in your account at a particular time that is available for immediate withdrawals or to cover other debit items. The difference between the current balance and the available balance is the result of pending activity that we are aware of that has not yet posted to the account (example, any “pending” checks, transfers and withdrawals, or holds on your account). We post items as they are received each business day. Therefore, funds from deposits may not be available to cover purchases you make using your debit card over the weekend. Items post in order of their transaction type or category. The transaction types are listed below in the order in which they post. Within its applicable transaction type, items with a check number, such as checks and some ACH items, post in ascending check number order.

1. Internal credit transfers: credit transfers you make, either online, by ATM, or by telephone from one of your accounts at the Credit Union to another, your deposits, and other credit transactions (such as ACH and wire credit transfers, teller credited items and ATM deposits), and credit transfers made by the Credit Union (such as corrections and fee reversals).

2. System generated interest transfers.

3. Wire Transfers.

4. Debit transactions: over the counter withdrawals, transactions you initiate with your ATM or debit card that are authorized by the Credit Union at the time of the transaction based on your account having available funds sufficient to cover the transaction, adjustments, and debits used to close your account.

5. Teller-cashed checks, teller initiated debits, and charge-backs: teller-cashed checks are checks you write that the payee cashes with a teller; charge-backs are items you deposit to your account that are subsequently returned by the paying bank or financial institution, and "charged-back" to your account.
6. Debit transactions resulting from credit reversals made by the Credit Union.
7. Internal debit transactions: debit transfers you make, either online, by telephone, automatic transfer or ATM, from one of your accounts at the Credit Union to another.
8. All other debits: debits you initiate or that you have pre-authorized, including ACH debits and checks or checks by phone.
9. Credit Union debits for fees, services, and other account charges.

NOTE: Please be aware that holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS — You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS —

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. (For members who reside in Florida, oral stop payments are not allowed.) Oral stop payment orders for checks or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Oral stop payment lapse does not apply to members who reside in Texas. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

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

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment.

19. REMOTELY CREATED CHECKS OR DRAFTS — For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE/STATUTORY LIEN — Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply

the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS — If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

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

23. NOTICES —

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

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

25. STATEMENTS —

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts and/or for joint multiple party accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

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

27. SPECIAL ACCOUNT INSTRUCTIONS — You may request that we facilitate certain trust, will, or court-ordered account arrangements.

However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card and accepted by us.

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

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

29. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

VIRGINIA MEMBERS — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason consistent with the Credit Union's bylaws and as allowed by applicable law.

30. DEATH OF ACCOUNT OWNER — We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

TEXAS MEMBERS — We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of an owner's death. Once we know of an owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming funds from an account of a deceased owner to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES: You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

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

33. 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. 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 postjudgment collection actions.

34. GOVERNING LAW — This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

NORTH CAROLINA MEMBERS — This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's mail office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement can only be brought in the county in which the debt is incurred, or the county in which the consumer lives when the suit is filed.

35. NEGATIVE INFORMATION NOTICE — We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

Funds Availability Policy Disclosure

This Disclosure describes your ability to withdraw funds at the Chartway Federal 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 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.

1. GENERAL POLICY — Our policy is to make funds from your check deposits available to you on the second business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check available to you on the next business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after 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, you should ask us when the funds will be available.

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

4. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You have a Prime Share Savings only (Single Service Account).
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 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 seventh business day after the day of your deposit.

5. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, tellers, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 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 ninth business day after the day of your deposit.

6. 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.

7. FOREIGN CHECKS — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

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Electronic Fund Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Chartway Federal Credit Union ("Credit Union"). 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. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers 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, 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 — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, AFFN, CU24, CO-OP, STAR, PLUS[®], and Visa[®] networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

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

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry CO-OP network logo(s).

The following limitations on ATM Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of \$200.00 in any one (1) day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these 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.

b. Debit Card. If approved, you may use your Visa[®] card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. 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. For ATM and onetime debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, AFFN, CU24, CO-OP, STAR, PLUS[®], and Visa 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 the Visa, AFFN, CU24, CO-OP, STAR, and PLUS[®] networks. 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, or swipe or insert 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 and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking 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.

The following limitations on Debit Card transactions may apply:

- There is no limit on the number of Debit Card purchases you make per day.
- You may purchase up to a maximum of \$3,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$3,000.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

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, without obligation on our part, 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.

c. Telephone Banking. If we approve Telephone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Telephone Banking to:

- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Telephone Banking via a touch-tone telephone only. Telephone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Telephone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

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. 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.

d. Preauthorized EFTs.

- **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 savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **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 may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **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.

e. 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.

f. Internet Banking. If we approve Internet Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Internet Banking to:

- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make payments from checking to third parties using electronic Bill Pay.

Your accounts can be accessed under Internet Banking via personal computer. Internet Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. 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. We may set other limits on the amount of any transaction, and you will be notified of those limits. We 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 access.

The following limitations on Internet Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Mobile Banking. If we approve Mobile Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Initiate Remote Deposit Capture Transactions. (Refer to your Remote Deposit Capture Agreement for Additional terms and conditions.)

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. 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. We may set other limits on the amount of any transaction, and you will be notified of those limits. We 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 access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer 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 Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — For all share/savings and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. 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.

b. 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.

c. 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, which 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 fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. 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.

d. 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.

e. 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 and checking 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 transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges 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. 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.

5. 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, 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 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:

(800) 678-8765

Or write to:

Chartway Federal Credit Union
5700 Cleveland St.
Virginia Beach, VA 23462

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.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device 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.

b. 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.

c. 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 or (800) 678-8765. This does not apply to transactions occurring outside the United States.

7. 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.

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

9. 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 consequential damages in the following events:

- If, through no fault of ours, there is not enough money 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.

10. 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 mail 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.
- 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. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone 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 us at:

(800) 678-8765

Or write to:

Chartway Federal Credit Union
5700 Cleveland St.
Virginia Beach, VA 23462

- 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 complaint 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 investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not 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.

12. 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.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Virginia, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. 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. 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 postjudgment collection actions.

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