



Greenville Heritage
FEDERAL CREDIT UNION

DEPOSIT ACCOUNT AGREEMENT: Important Legal Information and Disclosures

This Agreement is subject to Arbitration under the state laws as stated in the section, herein, titled “Resolving Claims” and The Federal Arbitration Act §9 USC 1 ET SEQ. on pages 39-40. This Section explains any opt-out rights you may have and steps to exercise such rights.

Notice to Members: Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, and the Schedules, as amended from time to time. **This Agreement governs all services whether opened now or in the future and we may modify, change, add provisions or terms we deem necessary or in the best interests of the Credit Union, or amend the terms of this Agreement, the Rate and Fee Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.** This Agreement governs all services whether opened now or in the future and we may modify, change, or amend the terms of this Agreement, the Rate and Fee Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.

Active Military Members and Dependents: Any terms or conditions herein contrary to the Military Lending Act (“MLA”) are void for the period(s) during which you are entitled to the protections of the MLA.

Thank you for doing business with us.

This Deposit Account Agreement applies to new and existing consumer and business accounts and, together with the following documents, is your contract with Greenville Heritage Federal Credit Union (herein “Credit Union”) and constitutes the “Agreement” that governs your account with Credit Union:

- The Consumer Account Fee and Information Schedule (“Consumer Schedule”) or the Business Account Fee and Information Schedule (“Business Schedule”),
- Our dividend rate sheet for interest-bearing accounts,
- Our privacy notice, and
- Any additional disclosures, amendments, or addenda we provide to you.

In this Agreement, when we say “Credit Union,” “we,” “us,” and “our,” we are talking about the Credit Union. “You” and “your” means each account owner, authorized signer, and any other person authorized to operate your account. When we say “We may” or “Credit Union may” do something, that means you authorize us and agree to such action.

This Agreement is applicable to new and existing accounts and replaces all prior agreements regarding your account, including any verbal or written statements or representations. When you sign an account application or use your account, including any account service, you and anyone else identified as an owner or authorized signer on your account consent to the terms of this Agreement. We regularly update this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your account open after we change this Agreement or end a fee waiver, you agree to the changes. We recommend you keep a copy of this Agreement — and any changes we provide to this Agreement — for as long as your Credit Union accounts are open. You can get a copy of the current Agreement at <https://greenvilleheritage.com/wp-content/uploads/Membershipagreement.pdf> or by visiting your local branch, or by phone at the numbers below.

This document contains various defined terms with specific meanings. Some defined terms are defined within the section in which they are used. More frequently used defined terms are defined in the Glossary at the end of the document. As you review this Agreement, be sure to check the Glossary for those definitions.

Questions? We’re here for you!

Online	Visit www.greenvilleheritage.com	
Phone	Local	Toll Free
	864.467.4160	1.800.943.6928
Mail	Greenville Heritage Federal Credit Union P.O. Box 2564 Greenville, SC 29602	

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General Terms

This Agreement and the applicable Rate and Fee Schedule [consumer or business as applicable] (“Schedule”) explain the rules which govern your account(s) and account services with us. Please read this Agreement and the Schedule carefully and keep them in a safe and convenient place.

<p>Terms, conditions and limitations of your relationship with the credit union:</p>	<p>The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union’s Bylaws, Policies and Procedures, which are herein collectively referred to as “Agreement”. The Credit Union’s Member Conduct, Behavior and Loss Policies are provided herein; and you agree to abide by these terms at all times. To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern unless the other documents expressly provide otherwise. This Agreement governs all services whether opened now or in the future. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. “Applicable Laws” shall include: “(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA’s (The National Automated Clearing House Association) Operating Rules May change to local ACH – e.g. NEACHA; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. Personal / Business: Unless and account is expressly opened for business, you agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain that you are not complying with this obligation, we may require the account(s)/services(s) be closed or converted to business. Disabilities: We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.</p>
<p>Rate and fee schedule</p>	<p>All Account rates, fees we may charge, limitations and other important features of your accounts and services with us are addressed in the accompanying Rate and Fee Schedule.</p>
<p>Compliance with laws and inappropriate transactions or account relationship</p>	<p>You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third-Party Service Providers’ Rules may limit or prohibit certain transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.</p>
<p>Credit union’s right to investigate</p>	<p>It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member’s or users access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union’s findings of such investigation to all owners and/or users.</p>

<p>Credit reports, membership-account eligibility, other credit union services and social-media:</p>	<p>To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment / abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history from time to time, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social-media, we may use any social media addresses you may establish from time to time.</p>
<p>Privacy in addition to the credit union's general privacy policy</p>	<p>Privacy and Confidentiality: Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.</p> <p>Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation: It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.</p>
<p>Reassignment of Account Numbers, Access Devices and Related Matters</p>	<p>If we suspect fraud, illegal or improper activity, or if we have any legitimate need to makes changes pursuant to Credit Union policies or operational requirements; we may, at our discretion, transfer your existing account(s) to replacement account(s) with a new account number(s). We may also make this reassignment when your account is reported compromised by you. If we issue you a replacement account number, all terms of this agreement will continue to apply, without interruption, as if you retained the discontinued account number. We may also reissue new access devices, and require you change access via user names, passwords and other actions as deemed necessary to accomplish the purposes for any reassignment hereunder. You agree that this will not create a new customer relationship and our existing relationship will continue uninterrupted with this reassignment.</p>

Lien and Collateral Rights of the Credit Union

As a member owned cooperative, we have the following Lien Rights as a matter of law and/or by agreement.

STATUTORY AND CONSENSUAL LIENS ON SHARES	<p>By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts.</p>
Right of set off	<p>You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.</p>
Status quo – collateral preservation	<p>You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.</p>

Opening Accounts

This section applies to consumer accounts only unless otherwise specifically noted.

Forms of account ownership	<p>You can open an account that you own alone, or with more than one person. If the account is owned with more than one person, it's considered a joint account.</p>
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<p>Different types of joint account ownership</p>	<p>For joint accounts: we treat all owners, who are referred to in this Agreement as “co-owners,” as joint tenants with right of survivorship (described below), unless:</p> <ul style="list-style-type: none"> • Applicable state laws expressly require other treatment, or • We agree with you in writing that the account is owned in some other way. <p>Regardless of how your account is owned, we don’t keep a separate record of each co-owner’s interest in the account. We act on instructions from any co-owner (or a co-owner’s authorized representative) without obtaining other co-owner’s consent, including withdrawing or transferring funds, making payments, or closing the account. We may accept orders, instructions, and requests for future services from any owner, which shall be binding on all owners. Any account owner may withdraw funds, stop payment of Items/Transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s) regardless of their contributions to the account, and whether any other co-owner is incapacitated or deceased, or whether the account includes a right of survivorship. We have no obligation to notify other owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a joint account, regardless of the drawer, user or authorized user who orders or causes said Transaction(s).</p> <p>Joint tenants with right of survivorship: Unless your account card specifically indicates otherwise, you agree that it’s your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.</p> <p>Tenants-in-common: When you hold an account as tenants-in-common and one owner dies, the account is payable in whole or in part to any surviving co-owner or the deceased owner’s authorized representative, heirs, or successors. This is subject to our rights under this Agreement including but not limited to our lien on shares, cross-collateralization of specific member pledges of shares.</p> <p>Community property: An account is held as community property under state law when spouses have equal and undivided interests in the account during their lifetimes. When one spouse dies, ownership does not automatically pass to the survivor; rather, the deceased spouse can pass his or her interest through a will. Community property does not exist in every state.</p>
<p>Joint owners and responsibility for liabilities on your account</p>	<p>Each joint owner is individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there’s a setoff, an enforcement of our lien or security interests in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we may treat all funds in the account as belonging to the owner against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.</p>

Pay on death (POD) account	Payable on Death (“POD”) accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we will make a check payable to the named beneficiary and deliver it to the person who presents themselves to be the parent or legal guardian of such beneficiary or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of this Agreement. Payable on Death accounts are “without rights of survivorship;” meaning that if all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.
Accounts established for minors	<p>Uniform Transfers/Gifts to Minors Act account. All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. However, since the 50-states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.</p> <p>Informal Account for Minor. This only applies to an account not expressly opened as a UGMA/UTMA. One or more adults may open an account, as non-UGMA/UTMA custodian (an adult who holds the minor’s funds in the account for safekeeping) in the name of a minor. The minor owns the funds in the account. The adult, as the custodian, has exclusive control of the account and the minor cannot make deposits, withdrawals or transact on the account. If there’s more than one adult as the custodian on the account, each may act independently. We’re not obligated to inquire about the use of the funds. When the minor reaches the age of majority, they still will not be able to make deposits, withdrawals or transact on the account except to close the account. If the adult as the custodian (or the last of the adults as the custodian to survive) dies before the minor reaches the age of majority, we may transfer the funds to a successor custodian according to the applicable Uniform Transfers/Gifts to Minors Act</p>
Minor’s accounts	We may permit minors to open certain accounts. We will generally require a parent, guardian or other adult joint owner. As a joint account, a minor’s account will be subject to the joint ownership provisions above. As a joint owner, we may make payments of funds directly to the minor without regard to his or her minority. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. We will not change the account status when the minor reaches the age of majority, unless a change is authorized in writing by all account owners.
Representative payee, VA fiduciary and other government fiduciary accounts	The representative payee/fiduciary (“fiduciary”) agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA, VA or other authorization designating the fiduciary and such other documents and authorizations as we may deem necessary or appropriate. In opening a fiduciary account, the Credit Union acts only as a depository for the Beneficiary’s funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the appointed fiduciary. The fiduciary agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney’s fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the fiduciary.
Club accounts	The Credit Union offers club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance into your account by depositing the balance into any account designated by you, or by such other means set forth in the Schedule. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period.

Transfer of account ownership	If you want to transfer account ownership to another person, we must consent and note it in our records before the transfer is valid and binding on us; however, we're not responsible for determining whether such transfer is legally valid. Assignment of your account is subject to our lien, pledger and setoff addressed in this Agreement or other agreements with us. This Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.
When an owner does not sign account documentation	Applies to both Consumer and Business Accounts: If a person or entity identified in our records as an owner or a co-owner of an account does not sign any account-related documentation (including the account application), we still may treat them as an owner or a co-owner of that account, in our sole discretion; and we're not liable to anyone as a result.
Death or legal incompetence of an authorized signer or account owner	<p>Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or other legal authority, or has died. When we receive proper notice, we may:</p> <ul style="list-style-type: none"> • Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account, • Pay (without inquiring) any item authorized by the account owner before being declared legally incompetent or deceased, • Return or reverse deposits, and • Apply funds in the account to any debt the account owner owes us before recognizing the rights of a surviving joint owner or other person to any remaining funds. <p>If we release funds after the account owner's death and have to pay tax or reclamation claims to a government agency as a result, the account owner's estate is responsible for reimbursing us.</p> <p>Consumers and Sole Proprietors Only: If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for customers residing outside of the U.S. at the time of incompetence or death.</p> <p>For Business Account Owners: Businesses must provide us documentation of any change in ownership or control of a business upon the death or legal incompetence of a business owner. Businesses must also provide us any documentation we require to document a change in authorized users before we are obligated to recognize any such changes.</p>

Depositing Funds

There are many ways for you to deposit funds into your account: at branches, ATMs, via Mail, and through the Credit Union Mobile app. You should be aware of your responsibilities when you make deposits. We exercise ordinary care when collecting a deposited item but are not responsible for any other financial institution's treatment or loss of the item. If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

<p>Deposit accuracy</p>	<p>It's your responsibility, not ours, to confirm the accuracy of the amount you deposit. If we determine a discrepancy exists between the declared and the actual amount, we may debit or credit your account and we may notify you if any adjustments are made. We can also use the declared amount as the correct amount to be deposited and not adjust a discrepancy if it's less than our standard adjustment amount. We may vary our standard adjustment amount from time to time without notice and use different amounts depending on account type. In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care.</p> <p>Analyzed business accounts: You may request that the Credit Union adjust deposit discrepancies identified during any verification regardless of the standard adjustment amount.</p> <p>Notify us of a discrepancy: You must notify us within the applicable timeframe below or we may consider the deposit correct.</p> <table border="1" data-bbox="370 674 1333 821"> <tr> <td data-bbox="370 674 591 747">Consumer accounts</td> <td data-bbox="591 674 1333 747">within 60-days after we have made your account statement available to you</td> </tr> <tr> <td data-bbox="370 747 591 821">Business accounts</td> <td data-bbox="591 747 1333 821">within 30 days after we have made your account statement available to you</td> </tr> </table> <p>If you fail to notify us in a timely manner: If the actual deposit is less than the amount on the statement, the difference is your property; if the actual deposit is more, the difference is the Credit Union's property.</p>	Consumer accounts	within 60-days after we have made your account statement available to you	Business accounts	within 30 days after we have made your account statement available to you
Consumer accounts	within 60-days after we have made your account statement available to you				
Business accounts	within 30 days after we have made your account statement available to you				
<p>Verifying transactions</p>	<p>We don't verify all transactions but have the right to verify any, including those for which we have provided a receipt. We may reverse or adjust, at any time without prior notice to you, any debit or credit we believe we have made to your account by mistake.</p>				
<p>Sending an item for collection</p>	<p>We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means we send it to the issuer's financial institution for payment, and your account won't be credited for the item until we receive payment. Our availability of funds policy does not apply to an item we accept for collection.</p>				
<p>Our right to decline deposits</p>	<p>We may decline all or part of a deposit, including cash. This could happen if a payee isn't a co-owner, authorized signer, or authorized representative on your account, we can't verify an endorsement, the check was issued from a credit account, the check looks suspicious, or it's a non-U.S. item. If we decline a deposit that you mailed to us, we may return it to you at your cost (including charging you for postage and handling to return foreign currency coin or paper), or retain any invalid checks or other documents included in the deposit without crediting your account, at our discretion.</p> <p>If we cannot verify an endorsement, we can also decline to pay, cash, or send the item for collection. We can require that all endorsers be present and that you deposit the item instead of cashing it.</p> <p>Non-account owners are not allowed to deposit cash into consumer accounts. For business accounts, any person wanting to make a cash deposit must provide an acceptable form of identification before we accept a cash deposit.</p>				

<p>Requirements for correct endorsement</p>	<p>An endorsement is a signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Any endorsement must be in the 1-1/2-inch area that starts on the top of the back of the check. Do not sign or write anywhere else on the back of the check. If an item is submitted via Remote Deposit Capture or Mobile Deposit Capture you agree that you will use the Mobile Deposit service to scan only original checks payable to and properly endorsed by you by signing your name(s) and writing “FOR MOBILE DEPOSIT ONLY – GHFCU”.</p> <p>Multiple Payees: Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to “A and B” is a conjunctive instrument. A check payable to “A or B;” “A, B;” “A/B”, where “A and B are listed on separate lines;” or otherwise, where not expressly conjunctive are payable in the alternative).</p>
<p>Restrictions on checks are not binding</p>	<p>We are not obligated to follow restrictions or notations written on a check such as, “void after six months,” “void over \$50,” or “payment in full.” You’re responsible for any resulting loss or expense we incur.</p>
<p>Substitute checks</p>	<p>A substitute check is created from an original check; under federal law, it’s legally equivalent to the original check and can even be used as proof of payment. A substitute check contains an accurate copy of the front and back of the original and bears the legend: “This is a legal copy of your check. You can use it the same way you would use an original check.” Any check may be returned to you in the form of a substitute check. You agree that you won’t transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.</p>
<p>Our handling of non-U.S. items</p>	<p>A non-U.S. item is an item:</p> <ul style="list-style-type: none"> • Payable in a currency other than U.S. dollars, • Drawn on a financial institution that isn’t organized under U.S. law, or • That is an incoming funds transfer remitted in a currency other than U.S. dollars. <p>We’re not required to accept a non-U.S. item for deposit or collection, but we may accept it on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the non-U.S. item on a collection basis even if we have taken physical possession of the item.</p> <p>If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by the applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the non-U.S. item. If the deposited non-U.S. item is returned for any reason, we’ll charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see “Applicable exchange rate” in the “Statements, Interest, and Other Account Information” section of this Agreement. Our availability of funds policy does not apply to a non-U.S. item.</p>

Items returned unpaid	<p>If an item you deposited or cashed is returned to us unpaid, we can deduct the amount from any account you have with us. We can do this when we're notified that the item will be returned and don't need to receive the actual item. We can do this even if the balance in your account isn't sufficient to cover the amount we hold or deduct, causing an overdraft. In addition, we'll charge you all applicable fees and reverse all interest accrued on the item.</p> <p>We may place a hold on or charge your account for a deposit if a claim is made or we otherwise have reason to believe the deposited item was altered, forged, unauthorized, missing a signature or has a forged endorsement, or should not have been paid for any other reason. When the claim is finally resolved, we'll either release the hold or deduct the amount of the item from your account. We're not responsible if we take, or fail to take, any action to recover payment of a returned deposited item.</p>
Breach of a warranty associated with an item	<p>If you breach any warranty you make to us under the laws governing your account with respect to any item, you won't be released or discharged from any liability for the breach so long as we notify you of the breach within 120-days after we learn of the breach. If we fail to notify you within this 120-day period, you'll be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.</p>
Reversal of an electronic payment	<p>If an electronic payment credited to your account, such as a direct deposit, is reversed, we can deduct the amount from any account you have with us, at any time, without notifying you. You agree to promptly repay any resulting overdrafts.</p>
Deposit by mail	<p>You can make deposits to your account(s) by mail, although we cannot accept cash or foreign checks. If you need to send deposits, write on the back of the check "for deposit only, Greenville Heritage FCU" and include the account number to which the check should be deposited, and mail to: P.O. Box 2564, Greenville, SC 29602.</p>
Direct deposits	<p>You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option.</p> <p>Direct Deposit or Transfer Authorization/Bankruptcy: If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.</p>
Availability of Funds Policy	
Your ability to withdraw funds	<p>Our policy is to make funds from your check deposits to your checking or savings account (in this policy, each account) available to you on the first business day after the day we receive your deposits. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window, and the first \$225 of a day's check deposits at a teller window, at a Credit Union ATM, and with the Credit Union's Mobile Banking app will be available on the day we receive the deposits. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the day we receive the transfer. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.</p>

<p>Determining the day your deposit is received by the Credit Union</p>	<p>For determining the day your deposit is received by the Credit Union, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by the Credit Union. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by the Credit Union to be the next business day we are open. Our deposit cutoff times are as follows:</p> <table border="1" data-bbox="418 369 1291 625"> <thead> <tr> <th>Type of Deposit</th> <th>Cutoff Time</th> </tr> </thead> <tbody> <tr> <td>In branch</td> <td>when the branch closes for business; varies by location</td> </tr> <tr> <td>Checks deposited with the Credit Union Mobile app</td> <td>8 p.m. Eastern Time</td> </tr> <tr> <td>Electronic credits (such as direct deposits)</td> <td>8 p.m. Eastern Time</td> </tr> </tbody> </table>	Type of Deposit	Cutoff Time	In branch	when the branch closes for business; varies by location	Checks deposited with the Credit Union Mobile app	8 p.m. Eastern Time	Electronic credits (such as direct deposits)	8 p.m. Eastern Time
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<p>Longer delays may apply</p>	<p>In some cases, we will not make the first \$225 of a business day's check deposits available to you on the day we receive the deposits. Further, in some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.</p> <p>Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, 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 a Credit Union employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.</p> <p>In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:</p> <ul style="list-style-type: none"> • We believe a check you deposit will not be paid • You deposit checks totaling more than \$5,525 on any one day • You redeposit a check that has been returned unpaid • You have overdrawn your account repeatedly in the last six months • There is an emergency, such as failure of computer or communications equipment <p>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. The funds will generally be available no later than the seventh business day after the day of your deposit.</p>								

<p>Special rules for new accounts</p>	<p>If you are a new member, the following special rules apply during the first 30-days your account is open. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window and at a Credit Union ATM will be available on the day we receive the deposit. Funds from your check deposits will be available on the business day after the day we receive the deposits; no funds from a business day's check deposits are available on the day we receive the deposits. If we delay the availability of your deposit the following special rules may apply:</p> <ul style="list-style-type: none"> • The first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks, and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit. • The excess over \$5,525 and funds from all other check deposits will be available no later than the seventh business day after the day of your deposit. The first \$225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit. <p>We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.</p>
<p>Holds on other funds</p>	<p>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 cash would have been available if you had deposited it.</p> <p>If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability 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 until the time periods that are described in this policy.</p>
<p>Foreign checks</p>	<p>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 deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.</p>
<p>Special rules for time period adjustment for withdrawals by cash or similar means</p>	<p>The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$450.00 or such greater amount as required by annual adjustments to Regulation CC will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.</p>

Available Balance, Posting Transactions, and Overdraft

<p>Available balance</p>	<p>Your account’s available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to authorize your transactions during the day (for example, debit card purchases and ATM withdrawals). We also use the available balance to pay your transactions during our nightly processing. Your available balance is calculated as follows:</p> <table border="1" data-bbox="402 275 1554 527"> <tr> <td data-bbox="402 275 638 344">Ending Daily Balance</td> <td data-bbox="638 275 1554 344">Ending daily balance from prior business day’s nightly processing</td> </tr> <tr> <td data-bbox="402 344 638 380">– Holds</td> <td data-bbox="638 344 1554 380">Subtract funds that have been placed on hold</td> </tr> <tr> <td data-bbox="402 380 638 457">+ Deposits</td> <td data-bbox="638 380 1554 457">Add pending deposits that are immediately available (see “Availability of Funds Policy” in previous section)</td> </tr> <tr> <td data-bbox="402 457 638 527">– Withdrawals</td> <td data-bbox="638 457 1554 527">Subtract pending withdrawals that we have either authorized or we know about but have not yet processed</td> </tr> </table> <p>The available balance may not include every transaction you have initiated or that we previously authorized. For example, your available balance may not include the following:</p> <ul data-bbox="500 646 1495 1024" style="list-style-type: none"> • Outstanding checks and authorized withdrawals we have not received for payment (such as recurring debit card transactions and ACH transactions); • The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add; • Debit card transactions that have been previously authorized but not sent to us for payment. In most cases, a transaction authorization hold must be released after three business days even though the transaction may be sent to us for payment from your account at a later date, which we must honor. The authorization hold may be up to 30 business days for certain transactions, including car rental, cash, and international transactions. 	Ending Daily Balance	Ending daily balance from prior business day’s nightly processing	– Holds	Subtract funds that have been placed on hold	+ Deposits	Add pending deposits that are immediately available (see “Availability of Funds Policy” in previous section)	– Withdrawals	Subtract pending withdrawals that we have either authorized or we know about but have not yet processed
Ending Daily Balance	Ending daily balance from prior business day’s nightly processing								
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+ Deposits	Add pending deposits that are immediately available (see “Availability of Funds Policy” in previous section)								
– Withdrawals	Subtract pending withdrawals that we have either authorized or we know about but have not yet processed								

<p>How we process and post transactions to your account</p>	<p>We process transactions each business day (not Saturdays, Sundays, or federal holidays) during a late-night process that includes three key steps. We call this nightly processing. Once the transactions are processed, the results are posted to your account.</p> <p>Step 1: We calculate the available balance in your account that can be used to pay your transactions as described above. Certain pending transactions can impact your available balance for purposes of determining whether we will pay other transactions during our nightly processing, including:</p> <ul style="list-style-type: none"> • Cash deposits or transfers from another Credit Union account made AFTER the applicable cutoff time will be added to your available balance only if they are made before we start our nightly processing; and • Pending withdrawals that reduce your available balance, such as debit card transactions we have authorized. <p>Step 2: We sort your transactions into categories.</p> <p>+ We credit deposits received before the cutoff time.</p> <p>– We subtract withdrawals and payments we have previously authorized that we cannot return unpaid such as debit card purchases, ATM withdrawals, account transfers, Bill Pay transactions, and teller-cashed checks. Transactions are generally sorted by date and time the transaction was conducted or, for some transactions, the day we receive it for payment or the time assigned by our system. If date and time are the same, we post from lowest to highest dollar amount.</p> <p>– We pay your checks and preauthorized automatic ACH payments such as recurring bills you have authorized a company to withdraw. Transactions are sorted by date and time received by the Credit Union, and if date and time are the same, we post from lowest to highest dollar amount.</p> <p>Determining Date and Time</p> <ul style="list-style-type: none"> • Cutoff time is based on the location where the deposit or transfer was made. • If a merchant does not seek authorization at the time of a debit card transaction or we receive it for payment more than 10 business days later, we'll use the date the transaction is received for payment. • For some transactions, such as Bill Pay or teller-cashed checks, a different time may be assigned by our systems.
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<p>Courtesy Pay overdraft service</p> <p>The Credit Union may not pay overdrafts if your account is overdrawn or you have had excessive overdrafts.</p>	<p>Checking accounts may be approved for the Courtesy Pay overdraft service. Under this service:</p> <ul style="list-style-type: none"> • We may authorize checks, other transactions using your checking account number, and automatic bill payments (such as recurring debit card and ACH transactions) into overdraft and charge a Courtesy Pay fee. • We will not authorize ATM and everyday (one-time) debit card transactions into overdraft, unless your account is enrolled in Courtesy Pay Plus as described below. <p>Whether we pay transactions into Courtesy Pay is at our discretion and we reserve the right not to pay into Courtesy Pay.</p> <p>You can remove the Courtesy Pay service from your account at any time. If you remove it, the following will happen if you don't have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction when it is presented to us for payment or authorization:</p> <ul style="list-style-type: none"> • We will return your checks and other returnable items, such as ACH payments, as unpaid and charge a returned item fee (non-sufficient funds/NSF). • We will not authorize certain transactions such as cashed checks, recurring debit card transactions, or Bill Pay transactions into Courtesy Pay. Important: If these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we'll pay the transaction into Courtesy Pay and charge a Courtesy Pay fee. • We will not authorize ATM and everyday (one-time) debit card transactions (such as one-time debit card and ATM card purchases) into Courtesy Pay. If your account is enrolled in the Courtesy Pay Plus Service, the service will also be removed. <p>You understand that the classification of a debit card transaction (except ATM transactions) as recurring or non-recurring (i.e., one-time) is determined by merchants, other institutions, or other third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us, which may result in a one-time debit card transaction presented as recurring preauthorized transactions and vice versa.</p>
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<p>Courtesy Pay Plus overdraft service</p> <p>Consumer account members may choose to enroll in this service.</p> <p>Business accounts are automatically enrolled at account opening if Courtesy Pay is approved.</p>	<p>Your enrollment preference for Courtesy Pay Plus Overdraft Service determines how the Credit Union handles your ATM and everyday (one-time) debit card transactions on eligible accounts. You can add or remove the service on eligible accounts at any time. It's important to understand that this service is unique from other optional services that may be less costly for you, such as our optional Overdraft Protection plan described in the next section.</p> <p>When you don't have enough money in your checking account or accounts you have linked for Overdraft Protection at the time of an ATM or everyday (one-time) debit card transaction:</p> <ul style="list-style-type: none"> • If you're enrolled in Courtesy Pay Plus Overdraft Service, the transaction may be authorized into Courtesy Pay at the Credit Union's discretion but a Courtesy Pay fee applies. If you cover the shortage by the posted cutoff time on the same business day as the transaction, no Courtesy Pay fee is assessed. • If you aren't enrolled in Courtesy Pay Plus Overdraft Service, the transaction will be declined and no fees apply. If a previously authorized transaction creates a negative balance when it posts, you won't be assessed an overdraft fee. • For enrolled accounts in good standing and that have had a deposit in the last 45 days the maximum amount an account can be overdrawn is \$500.00 (including fees). This limit may vary per checking account. This limit is assessed daily and can change. After this limit is reached, any further transactions will be declined. <p>The Courtesy Pay Plus Overdraft Service does not apply to checks and other recurring transactions (such as Bill Pay or ACH transfers, or recurring debit card transactions such as utilities or health club memberships).</p> <p>With or without the Courtesy Pay Plus Overdraft Service, the Credit Union may continue to pay these other transaction types into overdraft, at our discretion, and our standard Courtesy Pay fees and policies will apply.</p> <p>The Courtesy Pay Plus Overdraft Service isn't available for certain accounts, such as Teen Checking accounts, IOLTA accounts, accounts for government entities, or savings accounts. The Courtesy Pay Plus Overdraft Service is a discretionary service that may be removed by the Credit Union for a variety of reasons including excessive overdrafts or returned items.</p>
<p>Overdraft protection</p>	<p>This is an optional service you can add to your share draft account by linking eligible Credit Union accounts to authorize or pay your transactions if you don't have enough money in your share draft account. Overdraft Protection transfers/advances may occur to cover pending transactions, even if these transactions are not subsequently presented for payment. When an Overdraft Protection transfer occurs from a linked deposit account to cover a transaction, the available balance in that deposit account will be reduced by the amount of money to be transferred. That amount of money will be unavailable for other use, and it will be applied to the share draft account the next business day. You can avoid the Overdraft Protection transfer/advance fee by making a covering deposit or transfer before the cut-off time to cover the amount of the transaction on the same business day. A single Overdraft Protection transfer or advance fee will be charged any day a transfer/advance is made regardless of the number of transactions covered or whether funds are transferred/advanced from multiple accounts. Also, we won't charge a fee unless the transfer/advance covered at least one pending item, or helped you avoid at least one overdraft or returned item. If you link multiple accounts, you may tell us which account to use first to transfer/advance funds. If you don't specify an order, we'll first transfer funds from your linked savings account under the member number belonging to the share draft account being used. Overdraft Protection is only available on share draft accounts and Money Market accounts.</p>

Multiple fees per item are possible	Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Rate and Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account, that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.
Returning your account to a positive balance	If your account has an overdraft, you must promptly add money to return your account to a positive balance. If you don't return your account to a positive balance or you have too many overdrafts, we may close your account. Also, we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorney's fees and expenses as provided herein) we incur to do so.

Debit Cards

We offer a number of account services at a variety of locations that involve using a card. Some services may not be available at all locations. When you get a debit card from us, you may receive, and be required to agree to, additional terms and conditions applicable to the card. In the event of a conflict between the terms and conditions and this Agreement, the terms and conditions will control. Additional disclosures applicable to these services are provided in the Consumer Schedule or Business Schedule, as applicable.

Issuance of a card and Personal Identification Number (PIN)	<p>We may issue a card to each account owner to access your accounts. If you don't select a PIN when you request your card, we'll send a randomly selected PIN.</p> <p>You should securely protect your card and PIN from loss or theft. Each cardholder must have his or her own unique PIN and is responsible for keeping the PIN confidential. If the card or PIN is given to another person, the account owner will, to the extent allowed by applicable law, be responsible for all transactions made by that person or anyone else to whom that person gives the card or PIN.</p>
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<p>Using your card</p>	<p>There are many ways to use your debit cards — using the physical cards or via mobile devices. See the following descriptions.</p> <p>You can use your debit cards:</p> <ul style="list-style-type: none"> • At merchants who accept payments through a network in which we participate • To request cash back when making a physical card purchase with your PIN at merchants who offer this service • To choose whether and how you receive a receipt when you use your card at a merchant terminal <p>In addition, with your debit card, you can also:</p> <ul style="list-style-type: none"> • Pay for purchases, or pay bills directly with your card, or through a mobile device at participating merchants (see “Using your card through a mobile device” for more details) <p>At any ATM with your debit card you can:</p> <ul style="list-style-type: none"> • View account balances, withdraw cash, and transfer funds between your accounts (fees may apply on any of these actions at a non-Credit Union ATM) * <p>At Credit Union ATMs ONLY you can:</p> <ul style="list-style-type: none"> • Transfer funds from your eligible Credit Union credit accounts to your checking or savings accounts ** • Make payments to your eligible Credit Union credit accounts • Get a statement *** of your account balances or the last 10 transactions • Choose how you want to receive your ATM receipt: printed, emailed, or to your mobile phone <p>In addition, with your debit card, you can also use your mobile device at Credit Union ATMs.</p>
<p>ATM and merchant terminal malfunctions</p>	<p>Generally, we’re not responsible for damages resulting from an ATM or merchant terminal malfunction. However, for applicable accounts, see “In case of errors or questions about your electronic fund transfers” in the “Electronic Fund Transfer Disclosures” section of this Agreement.</p>

<p>Fees for use of card</p> <p>Other applicable fees for use of your card are described in Rate and Fee Schedule.</p>	<p>We may charge a fee for each non-Credit Union ATM transaction. In addition, the non-Credit Union ATM owner/operator may charge a fee and set their own withdrawal limits. We may waive our fee and/or reimburse the non-Credit Union ATM owner/operator fee, in whole or in part, if allowed by the terms of your account. Even if reimbursed, the non-Credit Union ATM owner/operator fee is included in the total transaction amount that is withdrawn from your account and will apply to your card's daily ATM withdrawal limit.</p> <p>Transactions will also be limited to any withdrawal limits set by the non-Credit Union ATM. We'll charge a fee if you make a teller-assisted cash disbursement at a non-Credit Union bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your card for a purchase or for cash back. The merchant fee will be included in the total purchase amount.</p>
<p>Daily limits</p>	<p>Unless otherwise specified, a "day" is defined as the 24-hour period from 4:00 to 4:00, Central Time. Transactions made in other time zones will be based on when received in Central Time. You may use your card subject to your daily purchase limit, daily ATM withdrawal limit, and the available balance in your account. The following rules apply:</p> <p>Limits on dollar amounts: Your card's daily purchase limit for signature transactions is limited to \$2,000 per day in U.S. dollar. This includes all purchases (including cash back, if any) that can be authorized each day from your primary linked account, less merchant fees, if any.</p> <p>Your card's daily ATM withdrawal limit is \$300. This is the maximum amount of cash you can withdraw each day from any combination of accessible accounts using your card, less any non-Credit Union ATM owner/operator fees, if applicable.</p>
<p>You can confirm your card's daily limits through online banking, our mobile app, or by calling us.</p>	<p>Limits for your card: We provide you your daily ATM withdrawal and purchase limits when you receive your card, unless otherwise stated in the Agreement. Note: For security reasons there may be additional limits on the amount, number, or type of transactions you can make using your card.</p> <p>Within an hour, there is a limit of 5 ATM transactions and 8 point of sale transactions. If an ATM transaction or purchase would create an overdraft on the account, we may, in our sole discretion, take any of the actions described in the "Available Balance, Posting Transactions, and Overdraft" section of this Agreement.</p>
<p>Other fees and limits</p>	<p>Please refer to your Rate and Fee Schedule for all Fees and Limits.</p>
<p>When we approve a transaction or purchase, we call that an authorization.</p>	<p>We may limit the number of authorizations we allow during a period of time (for example, if we notice out-of-pattern use of your card, or suspected fraudulent or unlawful activity). For security reasons, we cannot explain the details of the authorization system. If we don't authorize the payment, we may notify the person who attempted the payment that it has been refused. We won't be responsible for failing to give an authorization. In our discretion, we may allow or deny transactions or authorizations from merchants who are apparently engaged in or who are identified as engaged in the internet gambling business.</p> <p>Changes to your card limits: We may, without telling you, increase your daily purchase or ATM withdrawal limit based on account history, activity, and other factors. If we decrease the limits of your card, we'll notify you in accordance with applicable law.</p>

<p>Using your card through a mobile device</p> <p>A mobile device means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number (digital card number) to make debit card transactions.</p>	<p>When you use your debit card with your mobile device for transactions:</p> <ul style="list-style-type: none"> • Availability may be affected by your mobile carrier’s coverage area, and your mobile carrier may charge you message and data rates, or other fees. • Your debit card information is sent across wireless and computer networks. • Information about your mobile device may be transmitted to us. • You should secure the mobile device the same as you would cash, credit cards, and other valuable information. Password protect and lock it to help prevent unauthorized transactions and notify us promptly if it’s lost or stolen. • When you make a purchase or payment using your mobile device, the merchant won’t provide an option for cash back. • A physical card is required for access to Credit Union ATMs. • We may automatically provide digital wallet operators with updated Digital Card Number information, such as when your Card is replaced or reissued. <p>Third parties, such as merchants, card association networks, mobile carriers, digital wallet operators, mobile device manufacturers, and software application providers may 1) use and receive your digital card number, and 2) receive information about your mobile device. If you have enrolled in Overdraft Protection and/or Courtesy Pay Plus Overdraft Service, those terms will apply to debit card transactions made through a mobile device.</p> <p>We may, at any time, partially or fully restrict your ability to make debit card transactions through a mobile device. If you want to remove your digital card number from your mobile device, contact us 864.467.4160 or visit any branch location.</p>
<p>Card on file with merchants</p>	<p>If you give your debit card number to a merchant with authorization to bill that card for recurring payments, or to keep it on file for future purchases or payments, the merchant may receive updated card information to process such payments. However, since not all merchants receive updated card information, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. If you have a card on file with a merchant and want to cancel the payment arrangement, be sure to cancel it directly with the merchant.</p>

<p>Authorization holds for card transactions</p>	<p>For all card purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your card when we obtain an authorization request. We refer to this temporary hold as an authorization hold. The funds subject to the hold will be subtracted from your available balance. We generally release the hold within 3 business days, but it can be up to 30 business days for certain types of debit card transactions, such as international car rental and hotel, from the time of authorization or until the transaction is paid from your account.</p> <p>If the merchant does not submit the transaction for payment within the time allowed, we'll release the authorization hold. This means your available balance will increase until the transaction is submitted for payment by the merchant and posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you'll spend. For example: A restaurant submits the authorization request for your meal before you add a tip.</p> <p>You might end up overdrawing your account even though the available balance appears to show there are sufficient funds to cover your transaction. For example: A merchant does not submit a one-time debit card transaction for payment within three business days of authorization (or up to 30 business days); we must release the authorization hold even though we'll have to honor the transaction. When we receive it for payment, it's paid from the funds in the account and at that time it causes an overdraft. You should record and track all of your transactions closely to confirm your available balance accurately reflects how you spend funds from the account linked to your card.</p>
<p>Partial authorization for card transactions</p>	<p>If a debit card or ATM card purchase amount exceeds the current available balance in the primary linked account when you're making a purchase, you may be able to use your available balance to pay for a portion of the total purchase. The transaction will be subject to a partial authorization daily purchase limit set by the Credit Union and your card's daily purchase limit.</p> <p>We'll first try to approve the full amount of the purchase with the available funds in your checking account, account(s) linked for Overdraft Protection, and, if enrolled, using Courtesy Pay Plus Overdraft Service. If we don't approve the full amount of the purchase, we may approve a portion of the purchase using the remaining available funds in your checking account. This is called a partial authorization. The remaining amount of the purchase total would need to be covered by another form of payment, such as cash or another card. If you're unable/unwilling to provide an additional form of payment, and the transaction does not occur, the partial authorization will be reversed by the merchant. Not all merchants are able to accept partial authorizations or process transactions using multiple forms of payment.</p>
<p>Transactions outside the United States</p>	<p>If a card is used to make an ATM withdrawal or a purchase outside the United States, the network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (for example, Visa, MasterCard) in U.S. dollars.</p>
<p>Ending your card use Your card is our property.</p>	<p>We may cancel your card or card banking access at any time without notice to you. You may cancel your card or card banking access at any time by writing to us at the address provided in your account statement, calling the number on the back of your card, or visiting your nearest branch. If the account is closed or the card is cancelled, you will immediately destroy the card(s) and, upon request, tell us in writing that the card(s) has been destroyed. If requested, you must immediately return the card(s) to us. If your card or card banking access is cancelled, you must pay for any card transactions made before the card is cancelled.</p>

Zero liability protection	<p>With Zero Liability protection, you'll have no liability for any card transactions that you did not make or authorize, so long as those transactions occurred before the end of the 60-day period described below.</p> <p>If your account statement shows card transactions that you did not make or authorize, tell us at once. If you don't notify us within 60 days after the statement was mailed or was otherwise made available to you, you'll be liable for any additional unauthorized card transactions that occurred after the 60-day period and before you provided notice to us (if we could have stopped those card transactions had you promptly notified us). This will apply even to unauthorized card transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we'll extend the time period.</p> <p>For card transactions from consumer accounts: Your card comes with Credit Union's Zero Liability protection, which provides you with more coverage than what Regulation E requires for cards accessing consumer accounts (see "Liability for unauthorized transactions according to Regulation E" in the "Electronic Fund Transfer Disclosures" section of this Agreement).</p> <p>For card transactions from business accounts: Your card comes with Credit Union's Zero Liability protection, but has no consumer protections under Regulation E or the Electronic Funds Transfer Act as discussed in this Agreement.</p>
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<p>Card and ATM safety tips</p>	<p>Card safety</p> <ul style="list-style-type: none"> • Always protect your card and keep it in a safe place, just like you would cash, credit cards, or checks. • Create a PIN that does not include any number or word that appears in your wallet (such as birth date, name, or address). Note: Most ATMs outside of the U.S require a four-digit numeric PIN. • Memorize your PIN, never tell it to anyone, and never write it down. • Change your PIN every six months. If you have forgotten your PIN or want a new one, visit your nearest Credit Union location. • Shop with merchants you know and trust. • Look at your account statements when you receive them to be sure you made the transactions listed. Contact us immediately if you identify anything suspicious. • Make sure your internet transactions are secure. Look for secure transaction symbols. • Log off from any site after you make a purchase. If you cannot log off, shut down your browser to keep someone from accessing your information. • Avoid sending your card number through email because it isn't secure, and don't give the number over the phone unless you made the call. • If your card is ever lost or stolen, immediately notify us at the number or P.O. Box listed in the "Questions? We're here for you" section at the beginning of this Agreement. • Destroy your old card if you receive a replacement. • Before using an attended or unattended merchant terminal, look at it for possible tampering or for the presence of any unauthorized attachment that could capture your card information or PIN. <p>ATM safety</p> <ul style="list-style-type: none"> • Be aware of your surroundings and be cautious when you withdraw money. • Watch for suspicious persons or activity around the ATM. If you notice anything out of the ordinary, come back later or use an ATM elsewhere. If you see someone suspicious or unusual circumstances, don't use the ATM at that time. If you're in the middle of a transaction, cancel the transaction, take your card and leave the area and come back at another time or use an ATM at another location.
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Funds Transfer Services

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account. The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary” are used here as defined in Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state whose laws govern your account. As used in these provisions, a funds transfer does not include a transaction made using a Credit Union issued card. Examples of funds transfers covered by these provisions are a preauthorized automatic transaction via ACH (such as your car or mortgage payment), remittance transfers, and wire transfers (whether outgoing or incoming, foreign or domestic).

Rules of funds transfer systems	Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made (“system rules”), including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) and the RTP system (“RTP System”). We’re under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”).
Sending funds transfers / Means of transmission	When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.
Notice of funds transfers	We’ll notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We’re under no obligation to provide you with any additional notice or receipt.
Reliance on identification numbers	If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, we’ll rely on the beneficiary account number even if the account number identifies a party different from the named recipient. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.
Your duty to report unauthorized or erroneous funds transfers	You’ll exercise ordinary care to determine whether a funds transfer from your account was either not authorized or inaccurate. You must notify us if a funds transfer from your account wasn’t authorized or is inaccurate. Notify us within 14 days after we notify you that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier, to be entitled to a refund from us. If you don’t notify us within 14 days, we’ll be entitled to retain payment for the funds transfer. We are not responsible to refund any funds if you give us an Erroneous Payment Order.
Erroneous payment orders	You could lose funds if you provide incomplete or inaccurate information in your payment orders. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we won’t be obligated to detect future errors. We’ll rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order.

ACH transactions	<p>These additional terms apply to payments to or from your account that you transmit through an ACH:</p> <ul style="list-style-type: none"> • Your rights as to payments to or from your account will be based on the laws governing your account. • When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment. • If we don't receive final settlement or payment, we're entitled to a refund from you for the amount credited to your account. • Any Originating Depository Financial Institution (ODFI) may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize.
Remittance transfers	<p>Remittance transfers are initiated by consumers primarily for personal, family, or household purposes, and are sent outside the United States and its territories. Each time you initiate a remittance transfer, you'll receive disclosures outlining additional rights provided by federal law. You also may obtain a copy of those rights in any branch.</p>
Incoming international wire transfers	<p>Incoming wire transfers received in a foreign currency for payment into your account will be converted into U.S. dollars using the applicable exchange rate without prior notice to you. For more information, see the "Applicable Exchange Rate" section of this account agreement.</p>
Reversal or return of ACH transactions	<p>Consumer accounts only: You have the right to reverse any unauthorized ACH payment that was debited from your account. If you give us written notice that you want to reverse a payment, we'll credit your account for the amount of the payment. You must notify us no later than 15 days after we send or otherwise make available to you the account statement that reflects the payment you want to reverse. This right of reversal is in addition to your right to stop payment.</p> <p>Business accounts only: Under the ACH Rules, the Credit Union can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day the Bank posts the entry to your account. In order for the Credit Union to meet this deadline, you're required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 1:00 p.m. Eastern Time. If you don't notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we won't be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.</p>
Additional information on ACH debit entries	<p>If you provide information that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number), it may result in payment of the ACH debit entry. You acknowledge this risk and agree that you're responsible for notifying the sender of the ACH debit entry that your authorization has been revoked. You agree to indemnify and hold us harmless from, and against any loss we incur, as a result of our paying an ACH debit entry, if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of our not paying an ACH debit entry for which a valid stop payment order is in effect).</p>
Liability for transactions not covered by Regulation E	<p>For purchases and other transactions in consumer accounts not governed by Regulation E, you're liable for all losses relating to unauthorized funds transfers that don't result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.</p>

Electronic Funds Transfer Services – Consumer accounts only

These provisions DO NOT apply to business accounts.

<p>General rules for electronic fund transfer services</p> <p>When you read this section, you'll see references to Regulation E which provides certain protections and responsibilities.</p>	<p>We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions detailed in this section. We describe some of these services in this section and also provide certain disclosures that apply to the use of electronic fund transfer services with your consumer account. Some of these services are governed by separate agreements we give to you at the time your card is mailed or you sign up for the service (e.g., debit cards, online, and mobile banking).</p> <p>When you read this section, you'll see references to Regulation E or Reg E. This regulation applies to transactions you can perform using your card to access your account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your account, such as payments made using Bill Pay and the direct deposit of your paycheck into your account.</p> <p>Regulation E sets forth the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of the banks or other persons who offer these services. It includes the actions you need to take if you believe your card, your card number, or your Personal Identification Number (PIN) has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account and the rules regarding your potential liability for these transfers. Your responsibilities and protections under Regulation E are described in more detail in the "Electronic Fund Transfer Disclosures" section.</p> <p>For unauthorized card transactions, in addition to the rights you have under Regulation E, Credit Union Zero Liability protection provides you with added protection from liability. For details, see "Zero Liability protection" in the "Debit Cards" section of this Agreement.</p> <p>The following table summarizes the types of transactions to which Regulation E applies and tells you if Zero Liability protection covers the transaction.</p>		
Electronic fund transfer	Description	Transaction covered by Reg E	Zero Liability protection
Debit Cards	Use your Debit Card to make purchases, withdrawals, payments, transfers, and other transactions as described above in the "Debit Cards" section of this Agreement	x	x
Transfers	Send or receive transfers between your accounts or to other recipients at Credit Union or other financial institutions	x	
Payments	One-time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account	x	
Credits	Manual or automatic electronic deposits to your account, such as payroll or benefits payments	x	
Electronic check conversions	Electronic fund transfer using information from a check (e.g., the Bank's routing number and your account number)	x	

Phone banking transactions	Not under a written agreement or plan: A request via phone to the Credit Union to make a transaction to or from your account		
	Under a written agreement or plan: Banking by phone, under an agreement, can make transactions to and from your account	x	

Electronic Funds Transfer Disclosures – Consumer Accounts Only

The following provisions apply to electronic fund transfers to or from your consumer deposit account that are governed by Part A of Regulation E. These provisions DO NOT apply to business accounts.

Note: These provisions don't apply to wire transfers. Refer to the "Funds Transfer Services" section of this Agreement.

<p>Liability for unauthorized transactions according to Regulation E</p>	<p>Tell us AT ONCE if you believe your card, card number, or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in any line of credit, savings account, or credit card linked to your account or as part of an Overdraft Protection plan).</p> <p>If you tell us within two business days after you learn of the loss or theft of your card, card number, or PIN, you can lose no more than \$50 if someone used your credentials without your permission (however, see "Zero Liability protection" in the "Debit Cards and ATM Cards" section of this Agreement).</p> <p>If you do NOT tell us within two business days after you learn of the loss or theft of your card, card number, or PIN, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500 (however, see "Zero Liability protection" in the "Debit Cards and ATM Cards" section of this Agreement).</p> <p>Also, if your account statement shows transfers that you did not make or authorize, including those made by your card, PIN, or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the 60-day period and before you provided notice to us (if we can prove we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.</p>
<p>Contact in the event of unauthorized transfer</p>	<p>If you believe your card, card number, or PIN, has been lost or stolen, call us at 864.467.4160 or 1.800.943.6928 or the number listed on your statement, or write to us at Greenville Heritage FCU, P.O. Box 2564, Greenville, SC 29601.</p> <p>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.</p>
<p>Preauthorized credits to your account</p>	<p>If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can check your online or mobile banking, enroll in account alerts, or call us at 864.467.4160 or 1.800.943.6928 to find out whether or not the deposit has been made.</p>

<p>Handling preauthorized payments</p>	<p>Right to stop payment: If you have told us in advance to make regular (recurring) payments out of your account, you can stop any of these payments. Here's how: Call us at 864.467.4160 or 1.800.943.6928, or write to us at Greenville Heritage FCU, P.O. Box 2564, Greenville, SC 29601, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There is no fee to stop a recurring preauthorized payment using the debit card.</p> <p>Notice of varying amounts: If the amount of these regular (recurring) payments vary, the party you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose 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.)</p> <p>Liability for failure to stop payment: If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages.</p> <p>Note: We cannot stop payment on a purchase transaction unless it is a preauthorized electronic fund transfer.</p>
<p>Electronic check conversion</p>	<p>You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to 1) pay for purchases, or 2) pay bills.</p>
<p>Account inquiry</p>	<p>You have the right to contact us to find out whether an electronic transfer has been credited or debited to your account. Call us at 864.467.4160 or 1.800.943.6928, or write to us at Greenville Heritage FCU, P.O. Box 2564, Greenville, SC 29601.</p>
<p>Receipts</p>	<p>You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or when you use your card at a merchant terminal.</p>
<p>Our liability for failure to make transfers</p>	<p>If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:</p> <ul style="list-style-type: none"> • Through no fault of ours, you do not have enough money in your account to make the transfer, • The transfer would go over the credit limit on a credit account linked for Overdraft Protection, • The ATM where you are making the transfer does not have enough cash, • The terminal or system was not working properly and you knew about the breakdown when you started the transfer, • Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or • There is some other exception stated in our Agreement with you.

<p>In case of errors or questions about your electronic fund transfers</p>	<p>If you see an error or have questions about your electronic transfers, think your deposit statement or receipt is wrong, or you need more information about a transfer listed on an account statement or receipt, call us at 864.467.4160 or 1.800.943.6928 or the number listed on your account statement, or write to us at Greenville Heritage FCU, P.O. Box 2564, Greenville, SC 29601 as soon as you can. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appeared, and you should take the following actions:</p> <ul style="list-style-type: none"> • Tell us your name and account number (if any) and the dollar amount of the suspected error. • Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information. <p>If you tell us in person or by phone, we may require that you send us your complaint or question in writing within 10 business days.</p>
<p>Investigations</p>	<p>We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we need more time, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.</p> <p>For errors involving new accounts, point-of-sale transactions, card not present, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.</p> <p>We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.</p>

Other Account Services and Restrictions

<p>Telephone banking services</p>	<p>You may use our automated phone system to get account information, transfer funds between Credit Union accounts, or pay certain Credit Union credit bills. To access this service, you must have a valid PIN specifically for telephone banking. If you don't have a valid PIN, please contact us so we can reset your access. We may comply with any request of a caller using Credit Union's telephone banking services, provided we authenticate the caller by the use of their PIN.</p>
<p>Limits on transactions and freezing accounts</p>	<p>In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements. Any amounts in excess of such limit must be facilitated by other means such as a cashier's check or wire transfer.</p>

<p>Transaction limitations for all share savings and money market (all referred to as “savings account” herein)</p>	<p>This Agreement imposes limits on the number of certain types of withdrawals and transfers you can make each month from a savings account. Please note that these limits do not apply to withdrawals you make at one of our branches, by mail or at an ATM. You can make no more than six transactions each monthly statement cycle (or each month if you have a quarterly statement cycle) from among the following:</p> <ul style="list-style-type: none"> • Preauthorized transfers from your savings account (including transfers for overdraft protection) • Telephone transfers or other electronic transmissions from your savings account. • Online Banking and Mobile Banking transfers or bill payment transfers from your savings account. • Transfers by check, draft or debit card, if allowed on your savings account. <p>We count a transaction on the date we post it to your savings account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle. If you exceed the transaction limits on more than an occasional basis, we may revoke your privileges on that account or we may convert your savings account to another type of account, such as a checking account. Your funds may no longer earn dividends after we convert your account.</p> <p>When you use our Online Banking bill payment service, we recommend that you do not use a savings account as your bill payment account because of these limits on transfers.</p> <p>NOTE: Even if you make no more than 6 transactions in a month, a fee may still apply to some withdrawals or transfers. Please review the Rate and Fee Schedule for your account to ensure you understand when fees may apply and the amount(s) of those fees</p>
<p>Large cash withdrawals or deposits</p>	<p>We may place reasonable restrictions on large cash withdrawals. These restrictions may include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We don't have any obligation to provide security if you make a large cash withdrawal. If you want to deposit a large amount of cash, we may require you to provide adequate security or exercise other options to mitigate possible risks. In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal and we, in our sole discretion decide to accommodate such request, in lieu of other methods of transferring funds offered by the Credit, you will execute and deliver any releases and/or indemnities that the Credit Union may require in connection with any such withdrawal.</p>
<p>Restrictions on withdrawals from all accounts / transactions: Closing accounts</p>	<p>When either you or the Credit Union close any accounts, certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10-days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.</p>
<p>Checks with multiple signatures</p>	<p>We may act on the instructions of any one authorized signer on your account and not require multiple signatures. If you have indicated that more than one signature is required to transact on your account, you acknowledge and agree that such requirements are for your own control purposes only, and we won't be liable if a check or other transaction is processed without multiple signatures. We're not responsible for reviewing your checks or other transactions for multiple signatures.</p>

Items with dates and special instructions	<p>We may pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. If we, in our sole discretion, pay a check or other item in a foreign currency, the applicable exchange rate may apply. For information on the applicable exchange rate, see "Applicable exchange rate" in the "Statements, Interest, and Other Account Information" section of this Agreement. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed. We may, without inquiry or liability, pay a check even if it:</p> <ul style="list-style-type: none"> • Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over \$100"), • Is stale-dated (i.e., the check's date is more than six months in the past), even if we're aware of the check's date, • Is post-dated (i.e., the check's date is in the future), or • Isn't dated. <p>All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g., to request one hundred dollars you will use: "\$100" "\$100.00" or the English equivalent: "One Hundred Dollars."). We are not obligated to follow any other instructions.</p>
Use of a facsimile or mechanical signature	If you use any device or machine to provide a faxed, electronic, computer generated or other mechanical signature (including a stamp on a check) it will be treated as if you had actually signed it.
ACH debit entries (Business accounts make note)	Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account. We'll have no obligation to pay, and no liability for paying, any consumer ACH debit entry on a business account.
Acceptable form for checks	<p>Your checks must meet our standards, including paper stock and dimensions; we may refuse checks that don't or that cannot be processed by our equipment. Checks must include our name and address as provided by us. Certain check features, such as security features, may impair the quality of a check image. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).</p> <p>We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.</p> <p>We're not responsible for losses that result from your failure to follow our check standards.</p>
Checks you request from the Credit Union	If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to the address of record.
Checks presented by a non-customer / Non-Member of Credit Union	For these transactions, we require acceptable identification, which may include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification. We may charge a fee for non-customers to cash a check.

<p>Electronic check indemnifications</p> <p>An “electronic check” and an “electronic returned check” means an electronic image of a paper check or paper returned check or the electronic information derived from it.</p>	<p>When we transfer or present an electronic check or electronic returned check, we provide the following warranties:</p> <ul style="list-style-type: none"> • Image Quality Warranty: We guarantee that the electronic image accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check. • No Double Debit Warranty: We guarantee that the warrantee won't receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to pay a check that it has already paid. <p>When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.</p> <p>Indemnities applicable to electronic checks and electronic returned checks. You will indemnify, defend, and hold us harmless from all liabilities, obligations, demands, and costs (including fees of legal counsel and accountants) awarded against or incurred by us (collectively, “losses and liabilities”), related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities related to a breach of the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.</p> <p>Indemnities applicable to remote deposit capture services (including Credit Union Mobile Deposit). If a depository bank accepts the original check from which an electronic check is created and suffers losses due to the check having already been paid, we're required to indemnify and reimburse that bank. If we suffer any losses or liabilities related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.</p> <p>Indemnities applicable to electronically created items. If we transfer or present an “electronically created item” and receive settlement or other consideration for it, we're required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:</p> <ul style="list-style-type: none"> • The electronic image or electronic information is not derived from a paper check, • The person on whose account the electronically created item is drawn didn't authorize its issuance or the payee stated on the item, or
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<p>Stop payment</p> <p>Applicable fees are described in the Consumer Schedule and Business Schedule.</p>	<p>Requesting stop payment on a check. You may request a stop payment on a check if you allow us a reasonable amount of time to act on it; the same is true if you ask us to cancel a stop payment order. You can request a stop payment by phone at 864.467.4160 or 1.800.943.6928 or by visiting your local branch. We may verify that we have not already become obligated to pay the check from your account and can verify after we accept your stop payment order. To issue a stop payment order on a check, we need the following information:</p> <ul style="list-style-type: none"> • Your Credit Union account number • The check number or range of numbers • The check amount or amounts • The payee(s) name(s) • The date on the check <p>We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.</p> <p>Effective period for a stop payment order</p> <ul style="list-style-type: none"> • A stop payment order on a check is valid for six months. We may pay a check once a stop payment order expires. You must request a new stop payment order if you don't want it to expire and we treat each renewal as a new order, and a new fee will apply. • Your responsibility after we accept a stop payment on a check. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder of the check (e.g., a check cashing business). <p>Stop payment orders on ACH debit entries</p> <p>You may request a stop payment order for an ACH debit entry that has not already been paid from your account. To be effective, a stop payment order must be received in a time and manner that gives the Credit Union a reasonable opportunity to act on the applicable ACH debit entry. If you provide verbal instructions, we may require confirmation in writing. If such written confirmation isn't received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.</p>
<p>Post-dated checks</p>	<p>A post-dated check is a check you issue with a date in the future. We're not responsible for waiting to honor the check unless you use a stop payment order for the check. You're responsible for notifying us to cancel the stop payment order when you're ready to have that check paid.</p>

Account Disclosures – Truth in Savings Act

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts. The Rate and Fee Schedule Applicable to your account is an integral part of these disclosures and is incorporated herein as though stated verbatim.

Rate information	The Annual Percentage Rate is set forth in the Rate and Fee Schedule.
Nature of dividends	Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
Dividend compounding and crediting	The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate and Fee Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
Accrual of dividends	Dividends will begin to accrue on the business day we receive provisional credit for the deposit of non-cash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
Balance Information	Any minimum deposit to open an account, and the minimum daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Rate and Fee Schedule. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principle balance in the account each day.
Transaction limitations	<p>Transaction Limitations for All Share Savings Accounts. Limitations are set forth in the first Section of this Booklet entitled “Membership, Accounts and Account Services Agreement.”</p> <p>Additional Limitations for IRA Savings Accounts: You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.</p>
Membership par value	As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth in the Rate and Fee Schedule.
Rates	The rates provided with or in the Rate and Fee Schedule are accurate as of the effective date indicated therein. If you have any questions or require current rate information on your accounts, please call the Credit Union.
Fees	<p>See Rate and Fee Schedule for a listing of fees and charges applicable to your account(s).</p> <p>Free Share Savings account transactions are limited to four (4) per quarter. Additional transactions during the quarter may cause a fee, as set forth in the Rate and Fee Schedule, to be imposed.</p>

Account Disclosures for Time Deposits / Share Certificates and IRA Certificate Accounts – Truth in Savings Act

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts. The Rate and Fee Schedule Applicable to your account is an integral part of these disclosures and is incorporated herein as though stated verbatim.

Rate information	The dividend rate and annual percentage yield on your account are stated in the Rate and Fee Schedule and/ or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts, the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's board of directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.
Nature of dividends	Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
Dividend compounding and crediting	The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate and Fee Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
Accrual of dividends	Dividends will begin to accrue on the business day we receive provisional credit for the deposit of non-cash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a certificate account, it becomes principal. If you close your Certificate account before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.
Balance Information	Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.
Transaction limitations	<p>Transaction Limitations for All Share Savings Accounts. Limitations are set forth in the first Section of this Booklet entitled "Membership, Accounts and Account Services Agreement."</p> <p>In addition to any other applicable limitations described herein, after a Time Deposit is opened, you may not make deposits into the account before maturity. After an IRA Certificate Account is opened, you may make additional deposits into the account before maturity; however, your deposits may not exceed the maximum allowed pursuant to applicable law, or as set forth in the Schedule in any single calendar year. You may not make withdrawals of dividends from your account before maturity unless at account opening you arrange for dividend payments, if allowed by the Credit Union.</p> <p>Additional Limitations for IRA Savings Accounts: You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.</p>
Membership par value	As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth in the Rate and Fee Schedule.
Rates	The rates provided with or in the Rate and Fee Schedule are accurate as of the effective date indicated therein. If you have any questions or require current rate information on your accounts, please call the Credit Union.
Fees	See Rate and Fee Schedule for a listing of fees and charges applicable to your account(s).
Maturity Date	Your account will mature on the date stated in your Certificate, Receipt or any Renewal Notice the Credit Unions provides to you.

Early withdrawal penalties – all time deposit accounts	You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of one year or less shall forfeit an amount equal to up to 90 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of more than one year shall forfeit an amount equal to up to 180 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner’s death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.
Renewal policy	<p>Unless you instruct the Credit Union otherwise, your certificate account may automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms, shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. Deceased Member Accounts: If a member single owner or all owners of a multiple party account decease prior to the renewal date, the certificate will not be renewed and will be transferred to the members’ savings account.</p> <p>We reserve the right to change the terms/rates upon provision of any notice specifically required by applicable law. Such changes will be effective immediately if specific law does not require prior notice.</p>
Partial withdrawal	No partial withdrawal will be permitted at any time.

Protecting Your Account and Your Information

<p>Protection against unauthorized items</p> <p>Applies to Consumer and Business Accounts</p>	<p>You acknowledge that there's a growing risk of losses resulting from fraud, including unauthorized items. To help prevent fraud on your account, you agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. We recommend you take the following preventive measures (not an exhaustive list):</p> <ul style="list-style-type: none"> • Reconcile your account statements when received and promptly notify us of any problem. • Promptly notify us if you don't receive an expected statement. • Don't provide your account and routing numbers to unknown persons. Fraudsters may use this information to initiate fraudulent transactions against your account. • Only write checks to people and businesses whom you know. Fraudsters may try to trick you by pretending to be friends and family, indicating you have won the lottery or sweepstakes, through online dating sites, or impersonating law enforcement. • Don't deposit checks from people whom you don't know. Fraudsters often request that you deposit a fake check into your account, then request that you return some of the funds. After you return the funds, the check bounces, but you are still responsible to us for the full amount of the check you deposited. • Write your checks in a manner to prevent others from adding words, numbers or making other changes without your authorization. • Protect your checks from unauthorized use and theft by securing your supply of checks at all times (for example, never leave checks in an unlocked vehicle, or out in a visible location unattended), using tamper resistant checks, using wash preventive ink, destroying checks you don't intend to use, and not signing blank checks. Check-related fraud is common. If you fail to take any of these preventive measures, we are not responsible for any losses that you may incur. • If you link any of your accounts or services to a third-party app or payment service (including but not limited to PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third-party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third-party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.
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<p>Additional protections for business accounts</p> <p>Applies only to Business Accounts</p>	<p>Additional steps business customers should take to help reduce the risk of fraud on their accounts:</p> <ul style="list-style-type: none"> • Assign responsibilities for your business account to multiple individuals and periodically reassign duties. Have different people reconcile statements and withdraw funds. • Watch for checks cashed out of sequence or made out to cash as flags for embezzlement. • Review activity for unexpected fluctuations such as the percentage of cash deposits to total deposit size. Most businesses will keep a constant average. • Notify us immediately when an authorized signer’s authority ends so that their name can be removed from account access. • Obtain insurance coverage for bank account fraud risks. • Watch out for imposters impersonating vendors or if an alleged vendor changes their payment instructions. • Only send trusted employees to deliver checks or make deposits. <p>In addition, we recommend you use certain industry best practices such as dual custody. With dual custody, when one user initiates an action like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device.</p> <p>Consequences if a business customer does not implement the fraud prevention services we recommend. If we have expressly recommended that you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice or (b) fail to use it in accordance with the applicable service description or our other applicable documentation, then you are responsible for all losses that could have been prevented or mitigated by correct use of the recommended service or best practice.</p>
<p>Verifying your identity with your mobile device and your wireless company</p>	<p>The Credit Union may collect, use, and retain personal or other information about you or your mobile device to assist in verifying your identity. We may rely on such information provided to us by your wireless company, and you authorize them to disclose:</p> <ul style="list-style-type: none"> • Your mobile number, name, address, email; • Network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber and device details to Credit Union and our service providers for the duration of the account relationship. <p>Review our Privacy Notice for how we treat your data. You represent that you’re the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.</p>

Statements, Interest, and Other Account Information

<p>Statements and notices</p>	<p>We'll make available to you a statement of your account activity for each statement period, using the postal or email address associated with your account. We'll do the same with notices. If your delivery preference is electronic, we'll notify you by email that your statement or notice is available online. You must be at least 13 years old to receive online statements, unless parental consent has been provided in a format acceptable to us.</p> <p>We'll send statements and notices to one owner of a jointly owned account, and you agree that owner is responsible for sharing copies of the information with all other owners. If you request that we send notices to an authorized signer, the authorized signer has the same responsibility. Online statements are available to each joint owner.</p> <p>Your statement is considered received by you on the second business day after we mail it to you or, if your delivery preference is electronic, when it's available through online banking. You agree to this timing even if the postal or email address you provided us is invalid.</p> <p>Checking accounts get a monthly account statement. Savings accounts generally get a quarterly account statement, but will get a monthly statement if you set up automatic transfers into your savings account, have electronic funds transfer activity in the account, or have a combined statement for your checking and savings accounts.</p>
<p>Combined statements</p>	<p>We may combine statements for accounts with at least one common owner, in which case we consider the first account listed on your statement as your primary account. We'll make available your account statement through the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.</p> <p>If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this section will be binding on all parties in interest with regard to such accounts pursuant to such delivery.</p> <p>Any person with online access to the primary account will also have online viewing capability to all the information on the combined statement.</p> <p>If you prefer that we not combine your statements, let us know and we'll discuss with your options on how you may be able to structure your accounts to help avoid any concerns you may have.</p> <p>Fees may be charged for mailing statements when we provide other free options such as online statement. Please refer to the Rate and Fee Schedule.</p>
<p>Changing statement period and fee period for checking and non-IRA savings accounts</p>	<p>We may change the statement period and fee period assigned to your account without advance notice. If your account is dividend-bearing, these changes won't affect dividend calculations, but they may affect the date we post dividends to your account.</p> <p>For all accounts except analyzed business accounts, if the first new fee period created by our change is fewer than 25-days, the Credit Union will automatically waive the monthly service fee for that period.</p>

Check safekeeping	<p>We don't return your physical paid checks in your statements. Instead, we make copies of your paid checks available online, by calling us, or at our branches.</p> <p>When we provide a statement, we have made the check image available to you, even if we don't send originals or images with the statement. We'll destroy original checks after a reasonable period of time we determine. If for any reason we can't provide a copy of your check, we won't be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks. In that case, we may provide a copy of the image, but not the original check.</p>
Account statements or notices returned or undeliverable	<p>Your account statements or notices will be considered unclaimed or undeliverable if:</p> <ul style="list-style-type: none"> • One or more account statements or notices are returned to us through the mail because of an incorrect address; or • We notify you electronically that your account statement is available for on-line viewing, and we receive email notifications that our message is undeliverable. <p>In either event, we may:</p> <ul style="list-style-type: none"> • Discontinue sending account statements and notices, and • Destroy account statements and notices returned to us as undeliverable. <p>We won't attempt to re-deliver account statements and notices to you until you provide us with a valid postal or electronic address.</p>
Change of address	<p>You agree to promptly notify us of any change to your postal or email address. We'll change your postal or email address within a reasonable time after you request it. If you have a combined statement, any owner of the primary account can change the address of all accounts included in the combined statement. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.</p> <p>We may update your address in our records without a request from you if (1) we identify a need to rely on another address you have provided us; or (2) we receive an address change notice from the U.S. Postal Service or information from another party in the business of providing correct address details that does not match the address in our records for your account or card.</p>

<p>Your responsibility to review account statements and notices and notify us of errors</p>	<p>You are obligated to:</p> <ul style="list-style-type: none"> • Examine your account statement promptly and carefully. • Notify us promptly of any errors. • Notify us within 30 days after we have made your account statement available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30-day period, we won't be responsible for unauthorized transactions made by the same wrongdoer. • Notify us within six months after we have made your account statement available to you if you identify any unauthorized, missing, or altered endorsements on your items. <p>For specific information on unauthorized card transactions, see "Zero Liability protection" in the "Debit Cards" section of this Agreement.</p> <p>Consumer accounts only: Electronic fund transfers are subject to different time periods for notification of errors, as described in the "Electronic Fund Transfer Services" section of this Agreement. Common examples of electronic fund transfers are ATM, debit card, and Bill Pay transactions.</p>
<p>Responsibility to notify us of errors</p>	<p>If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct and we won't be responsible for any unauthorized transaction, error, or claim for transactions included in the applicable statement.</p>

Unauthorized transactions	<p>A transaction is an unauthorized transaction when it's</p> <ul style="list-style-type: none">• Missing a required signature or other evidence showing you have authorized it, or• Altered (for example, the amount of a check or the payee's name is changed). <p>You can notify us of errors on your account statements by promptly</p> <ul style="list-style-type: none">• Calling the telephone number listed on your account statement or in a notice, or• Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames. <p>Actions we take when you report an unauthorized transaction: We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:</p> <ul style="list-style-type: none">• Complete and return the claim form and any other documents we require,• Ask that you Notify law enforcement (if you do not do so, we may do so if we may incur any loss or damage associated with the claim), and• Cooperate fully with us in our investigation. <p>We can reverse any credit made to your account resulting from a claim of unauthorized transaction or error if you don't cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.</p> <p>For specific information on unauthorized card transactions, see "Zero Liability protection" in the "Debit Cards and ATM Cards" section of this Agreement.</p> <p>Consumer accounts only: For specific information on unauthorized electronic fund transfers, see the "Electronic Fund Transfer Services" section of this Agreement.</p>
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<p>Adverse claims against your account</p>	<p>An adverse claim occurs when:</p> <ul style="list-style-type: none"> • Any person or entity makes a claim against your account or funds in your account, • We believe a conflict exists between or among your account's owners, or • We believe a dispute exists over who has account ownership or authority to withdraw funds from your account. <p>In these situations, we may take any of the following actions without any responsibility or liability to you:</p> <ul style="list-style-type: none"> • Continue to rely on the documents we have on file for your account. • Honor the claim against your account funds if we're satisfied the claim is valid. • Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction. • Close your account and send a check or other item for the available balance in your account payable to you or to you and each person or entity who claimed the funds. • Pay the funds into an appropriate court and/or petition the court to resolve the dispute. <p>We also may charge you and/or any account you keep with us for our fees and expenses in taking these actions (including attorney's fees and expenses, and court costs).</p>
<p>If you carry special insurance for employee fraud / embezzlement (Business accounts only)</p>	<p>If you have special insurance for employee fraud/embezzlement, we may require you to file your claim with your insurance company before making any claim against us. In such event, we'll consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.</p>
<p>Other Insurance (Business accounts only)</p>	<p>If you make any claim that relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making any claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your carrier, policy number, policy limits and applicable deductibles. Any liability we may have to you is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy(ies).</p>
<p>Restricting access to your account</p>	<p>If we suspect any suspicious, irregular, fraudulent, unauthorized, dispute as to ownership or unlawful activities, we can prevent, delay or decline transactions, freeze all or some of the funds in any account with us that you keep or control, and otherwise restrict access to your account. We may take these actions in our sole discretion and without liability to you, but we are not obligated to take any such actions.</p>

<p>Converting accounts</p>	<p>We can convert your account to another type of deposit account (by giving you any required notice) if:</p> <ul style="list-style-type: none"> • You use it inappropriately or fail to meet or maintain the account’s requirements, including minimum balance requirements, or • We determine an account is inappropriate for you based on your use, or • We stop offering the type of account you have, or • You use a personal account for business activities.
<p>Sharing information about your account with others</p>	<p>Generally, if we don’t have your consent, we won’t share information about your account. However, we may share information about your account in accordance with our separately provided Privacy Notice.</p>
<p>Tax identification number certification requirements</p>	<p>U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.</p> <ul style="list-style-type: none"> • We use Form W-9 or a substitute equivalent to document U.S. tax residency and obtain a Taxpayer Identification Number (“TIN”) from the primary owner of each account. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to any income earned. • Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8 or an acceptable substitute equivalent. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you don’t provide a valid type of Form W-8, we’re required to apply the 30% withholding rate, or in some cases, presume you’re an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it’s U.S. sourced. • Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9, as applicable, for all of the joint owners. • Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI. • Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, that Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners. <p>If you own your account as an individual or sole proprietor, upon your death, we must be provided with the estates or successor’s IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.</p>
<p>Your tax responsibility</p>	<p>You’re responsible for paying applicable state and local sales taxes on your account fees. These taxes vary by location. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax. We will charge you for all the foregoing taxes and amounts. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.</p>

Applicable exchange rate	In addition to any applicable fees, we make money when we convert one currency to another currency for you. The exchange rate used when we convert one currency to another is set at our sole discretion, and it may include a markup. The markup is designed to compensate us for several considerations including, without limitation, costs incurred, market risks, and our desired return. The applicable exchange rate does not include, and is separate from, any applicable fees. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Different customers may receive different rates for transactions that are the same or similar, and the applicable exchange rate may be different for foreign currency cash, drafts, checks, or wire transfers. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We're your arms-length counterparty on foreign exchange transactions. We may refuse to process any request for a foreign exchange transaction.
Communications about your account	<p>Contacting you for servicing and collection: We may contact you by phone, text, email, or mail to service your account or collect amounts you owe us. You will provide us accurate and current contact information. We can contact you at any address, phone number, or email address you provide.</p> <p>When you give us a phone number, you expressly consent that we (and any party acting on our behalf) may contact you by phone call or text message at that number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any phone number you give us, even if the receiving number is a mobile phone or other service for which the party called may be charged.</p> <p>Communicating with authorized signers: We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.</p>

Termination or Restriction of Account(s) and Service(s) and Policy on Member/User/Visitor Conduct and Behavior:

The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where membership and/or services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members. This section applies to all members, users, persons who have interactions with us and visitors.

Termination by You or Us	You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service including any rewards program for cause based on any of the circumstances defined in this Agreement; without notice or further action.
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<p>Examples for Termination, Limitation of Restrictions by the Credit Union</p>	<p>We, in our sole discretion, may terminate, limit or restrict, or change the terms without notice as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy including but not limited to the Credit Union’s Member conduct policy, any procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) any new US or other Country’s laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; (22) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program; or (23) We reserve the right to determine if any account, loan or service is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making transactions in a manner that we in our sole discretion determine to be a calculated solely in order to meet monthly qualifications for rewards or any incentives that we may offer, may have their accounts converted to a different account or closed altogether. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive Statement Cycles, which period we shall determine from time to time. The foregoing is not an exhaustive list.</p>
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<p>Improper or abusive conduct</p>	<ul style="list-style-type: none"> • Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business. • Any form of action that may constitute harassment. For example: <ul style="list-style-type: none"> ○ Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures. ○ Inappropriate touching. ○ Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance. ○ Displaying sexually suggestive objects or pictures. • Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example: <ul style="list-style-type: none"> ○ Engaging in offensive or abusive physical contact. • Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management. • Cursing or other abusive or vulgar language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example: Using profane, abusive, inappropriate, intimidating, or threatening language. • Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function. • Possession, sale, use or the appearance of being under the influence of an unlawful or alcoholic substance on Credit Union premises or at a Credit Union function. • Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time. • Uncivil conduct or failure to maintain satisfactory working relationships with other members, employees and volunteers at the Credit Union. • Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services. • Any posting, defacing, or removing notices or signs on Credit Union premises;
<p>Electronic banking privileges end when account is closed</p>	<p>All of your electronic banking privileges will be terminated if your account is closed, except that you can view account activity, download statements and tax documents, and perform limited maintenance functions for at least 90 days after closure. If you're enrolled in online banking, refer to the Online Access Agreement for specific terms governing online access to your account.</p>

<p>Notice on actions we may take upon termination as set forth above</p>	<p>We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.</p>
<p>Joint accounts or services</p>	<p>If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.</p>
<p>Residence outside the U.S., its possessions or territories.</p>	<p>We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.</p>
<p>Limitations on account and services for members who reside in non-US countries or territories; or in certain US States</p>	<p>(For the laws of Non-US Countries or Territories) The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.(For Certain States as determined by the Credit Union from time to time) The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.</p>
<p>Closing your account if the balance is zero or negative</p>	<p>Accounts with a zero or negative balance will continue to be charged applicable fees (like the monthly service fee) until we close or you request to close your account. We may close an account (except analyzed business accounts) with a zero or negative balance on the fee period ending date or at month end without prior notification to you. Once an account is closed (either by you or us), no fees will be assessed on the account.</p> <ul style="list-style-type: none"> • To prevent closure by us, an account with a zero or negative balance must have a qualifying transaction posted within the last two months of the most recent fee period ending date. IOLTA and RETA accounts require a qualifying transaction within ten months of the most recent fee period ending date. • Examples of qualifying transactions are deposits and withdrawals made at a branch, ATM, online, mobile, or via telephone; one-time and recurring transfers made at a branch, ATM, online, mobile, or via telephone; automatic or electronic deposits, such as from payroll or government benefits; automatic or electronic payments, including Bill Pay; one time and recurring purchases or payments made using a card or mobile device; and checks paid from the account. IOLTA and RETA accounts are not eligible for ATM cards or debit cards. • Bank-originated transactions, like monthly service or other fees, are not considered qualifying transactions that will prevent closure of an account with a zero or negative balance. <p>This does not limit or impair our ability to close, restrict or terminate service as otherwise addressed herein.</p>

Inactive or dormant accounts	If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set for in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Rate and Fee Schedule for processing your dormant account. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.
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Consumer Relationships Only: Resolving Disputes Through Arbitration

ARBITRATION AGREEMENT BETWEEN YOU AND CREDIT UNION	<p>If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that either Credit Union or you can initiate arbitration as described in this section.</p> <p>Definition: Arbitration means an impartial third party will hear the dispute between Credit Union and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A dispute is any unresolved disagreement between Credit Union and you. A dispute may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.</p> <p>Credit Union and you each agree to waive the right to a jury trial or a trial in front of a judge in a public court.</p> <p>Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Credit Union or you may still take any dispute to small claims court. Any matter subject to the jurisdictional limits of any applicable small claims court is not subject to arbitration.</p> <p>Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party’s costs and expenses for compelling arbitration.</p> <p>Neither Credit Union nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.</p>
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<p>RIGHT TO OPT OUT</p>	<p>You may opt-out of this Arbitration Provision by calling us toll free at: 864.467.4160 or 1.800.943.6928, or by sending us a written notice to P.O. Box 2564, Greenville, SC 29602, which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the “Opt-Out Notice”).</p> <p>To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: Address for Opt-Out, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Membership and Account Agreement. If the Arbitration Provision of your Membership and Account Agreement has already been delivered or otherwise made available to you, amendments to your Membership and Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.</p> <p>Opting out does not affect the above waiver of trial, joinder and consolidation rights.</p>
<p>Applicable rules</p>	<p>Credit Union and you each agree that:</p> <ul style="list-style-type: none"> • The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators according to the AAA's Consumer Arbitration Rules (AAA Rules). • If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement applies. If this Arbitration Agreement is in dispute, the arbitrator will decide whether it is enforceable. • Credit Union and you are participating in commercial transactions involving the movement of money or goods among states. • The Federal Arbitration Act (Title 9 of the United States Code) governs this Arbitration Agreement and any arbitration between Credit Union and you. If the Act or any part of it is inapplicable, unenforceable or invalid, the state laws governing your relationship with Credit Union govern this Arbitration Agreement. <p>Either Credit Union or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879.</p> <p>Each arbitrator must be a licensed attorney with expertise in the laws applicable to the dispute’s subject matter. The arbitrator will make a decision regarding the dispute based on applicable law, including any statutes of limitations. The arbitrator may award to either Credit Union or you any award or relief provided for by law.</p>

Fees and expenses	<p>Setting the fees/expenses: We will pay any costs that are required to be paid by us under the arbitration administrator’s rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid up to \$700.00. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file.</p> <p>Applying state law: The laws governing your account may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits.</p> <p>Paying for attorney/expert/witness fees: Unless applicable laws state otherwise, each party will pay its own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.</p>
Additional dispute resolution	<p>Credit Union or you each can exercise any lawful rights or use other available remedies to:</p> <ul style="list-style-type: none"> • Preserve or obtain possession of property, • Exercise self-help remedies, including setoff rights, or • Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

Business Relationships Only: Resolving Disputes Through Arbitration

<p>ARBITRATION AGREEMENT BETWEEN YOU AND CREDIT UNION</p>	<p>If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that either Credit Union or you can initiate arbitration as described in this section.</p> <p>Definition: Arbitration means an impartial third party will hear the dispute between Credit Union and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between Credit Union and you. A “dispute” may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.</p> <p>Except as stated in “No waiver of self-help or provisional remedies” below, Credit Union and you agree, at Credit Union’s or your request, to submit to binding arbitration all claims, disputes, and controversies between or among Credit Union and you (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to your account(s) and/or service(s), and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default, or termination (each, a “dispute”). DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CREDIT UNION AND YOU EACH IRREVOCABLY AND VOLUNTARILY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARBITRATED UNDER THIS AGREEMENT.</p> <p>Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Credit Union or you may still take any dispute to small claims court. Any matter subject to the jurisdictional limits of any applicable small claims court is not subject to arbitration.</p> <p>Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand by the other party must pay all of the other party’s costs and expenses for compelling arbitration.</p>
<p>Class action or representative suit not permitted</p>	<p>Credit Union and you agree that the resolution of any dispute arising pursuant to the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Credit Union nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.</p>

Applicable rules	<p>Credit Union and you each agree that the arbitration will:</p> <ul style="list-style-type: none"> • Proceed in a location mutually agreeable to Credit Union and you, or if the parties cannot agree, in a location selected by the American Arbitration Association (AAA) in the state whose laws govern your account • Be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Credit Union and you • Be conducted by the AAA, or such other administrator as Credit Union and you will mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs in which case the arbitration will be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "rules"). <p>If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein will be deemed to be a waiver by Credit Union of the protections afforded to it under applicable laws.</p>
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General Provisions for BOTH Consumer and Business Relationships – Resolving Disputes Through Arbitration

Scope of Arbitration Coverage	<p>Under the terms of these Arbitration Provisions, and except as set forth above, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts, loans and other Credit Union services.</p> <p>“Claim.” For purposes of this Arbitration Provision, the word “claim” means any dispute associated with or arising from any one or more savings, checking or other accounts you have with us and the features and services provided in connection with it or them. Claim also includes collectively and separately, any services associated with any account. Further, “claim” shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.</p>
No waiver of self-help or provisional remedies	<p>This arbitration requirement does not limit the right of Credit Union or you to:</p> <ul style="list-style-type: none"> • Exercise self-help remedies, including setoff or • Obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (1) and (2) above.

Arbitrator's qualifications and power	<p>Any dispute in which the amount in controversy is \$5,000,000 or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than \$5,000,000. Any dispute in which the amount in controversy exceeds \$5,000,000 will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings</p> <p>and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim.</p> <p>In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.</p>
Discovery	<p>In any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.</p>
Fees and expenses	<p>The arbitrator will award all costs and expenses of the arbitration proceeding.</p>
Additional rules for an arbitration proceeding	<p>To the maximum extent practicable, the AAA, the arbitrator(s), Credit Union and you will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), Credit Union or you may not disclose the existence, content, or results thereof, except for disclosures of information by Credit Union or you required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Credit Union and you potentially applies to a dispute, the arbitration agreement most directly related to your account or the subject matter of the dispute will control. This arbitration agreement will survive the closing of your account or termination of any service or the relationship between Credit Union and you.</p>
The right to pursue claims in small claims court	<p>Notwithstanding anything to the contrary, Credit Union and you each retains the right to pursue in small claims court a dispute within that court's jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the small claims court.</p>
Arbitration location	<p>Any arbitration will be held in the location of the Credit Union's principal offices as explained in the section below "Laws governing your account" and the Rate and Fee Schedule which is an integral part of this Agreement.</p>

Additional Terms and Services

Laws governing your account	<p>This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state where your account is located. If you are not sure where your account is located, please refer to the Rate and Fee Schedule, which is a part of this Agreement. Generally, your account is located in the State of the Credit Union's principal office. We reserve the right to transfer your account to another location in another state, which will be noted in the Rate and Fee Schedule or any amendments provided to you. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted in the Schedule. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.</p>
Controlling language	<p>English is the controlling language of our relationship with you, including the terms of this Agreement. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there's a discrepancy, the English version prevails over the translation.</p>
Order of precedence between agreements	<p>If a service we offer has a separate agreement, and there's a conflict between the terms of this Agreement and the separate agreement, the conflicting terms of the separate agreement will apply.</p>
Legal process	<p>Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.</p> <p>We may accept and act on any legal process we believe to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located.</p> <p>We may, but are not required to, provide notice of legal process relating to your accounts. We may comply with legal process even though it affects the interests of only one owner or authorized signer of a joint account.</p> <p>Any fees, expenses (including attorney's fees and expenses), or losses we incur as a result of responding to legal process related to your account are your responsibility. We may charge these costs to you or any account you maintain with us.</p>
Legal dispute location	<p>Any lawsuit, claim, or other proceeding arising from or relating to your account or this Agreement, will take place exclusively in the state or federal courts in the listed above or in the Rate and Fee Schedule, without regard to conflict of laws principles. This includes enforcement of the Arbitration Agreement and entry of judgment on any arbitration award. The location for venue and jurisdiction shall be the location of the Credit Union's principal offices where your account is maintained as explained herein and in the Rate and Fee Schedule.</p>

Changes to this Agreement	We may change the terms of this Agreement, including account fees and features, at any time by adding new terms or conditions, or by modifying or deleting existing ones. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including the method for determining dividends; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union's best interests; and (3) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient. We may agree in writing to waive a term of this Agreement, including a fee, and we may revoke any waiver.
Modification of invalid terms	Any term of this Agreement that is inconsistent with the laws governing your account will be excluded to the extent of such invalidity. The invalid term will be considered modified by us and applied in a manner consistent with such laws. Such modification won't affect the enforceability or validity of the remaining terms of this Agreement.
Timing of notices	Any notice you send us is effective once we receive it and have a reasonable opportunity to act on it.
Responsibilities and liabilities between Credit Union and you	<p>We're responsible for exercising ordinary care and complying with this Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that don't vary unreasonably from the general standards followed by similarly situated financial institutions.</p> <p>Except to the extent we fail to exercise ordinary care or to comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification will survive termination of this Agreement.</p> <p>We won't be liable for anything we do when following your instructions. In addition, we won't be liable if we don't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. In no event will either Credit Union or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation doesn't apply where the laws governing your account prohibit it. We won't have any liability to you if your account does not have sufficient available funds to pay your items due to actions we have taken in accordance with this Agreement.</p> <p>Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under this Agreement. If this happens, neither Credit Union nor you will be in breach of this Agreement. If we waive a right with respect to your account on one or more occasions, it does not mean we're obligated to waive the same right on any other occasion.</p>
Your obligation to pay our fees	We're permitted to either directly debit your account or bill you for our fees, expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, we may create an overdraft on your account.
Virtual Currency	We do not accept accounts transacting in any type of virtual currency (crypto-currency) services or transactions. We do not accept any type of virtual currency for loan payments or for payment of any other obligations to the Credit Union. Prohibited transactions include but are not limited to: (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ATMs dealing specifically with crypto-currency (iv) credit or debit card transactions. We may not be able to monitor or limit such transactions and you agree we have no responsibility to detect, block, or limit your transactions in virtual currencies should you choose to engage in such activity despite these prohibitions.
Monitoring	We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account.

<p>Right to Reject, Delay or Suspend</p>	<p>We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:</p> <ul style="list-style-type: none"> • Is not in accordance with any term or condition applicable to the relevant account; • We reasonably believe may have been requested or issued without proper authority; • Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal; • We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC) • Would violate any applicable provision of any risk control program of any state or federal agency or authority; • Is not in accordance with any other requirement of our applicable policies, procedures or practices; or, • We reasonably decline to honor for your or our protection. <p>You agree that any such action allowed above is a permissible under the terms of this Agreement and all laws and regulations applicable to the availability of funds held in deposit accounts and otherwise.</p>
<p>Natural disasters, pandemics or significant health concerns and other acts of God</p>	<p>Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.</p> <p>Official Health Guidance: All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.</p> <p>Face Masks/Coverings: For security reasons all face masks or other coverings are prohibited unless medically required. If a mask is medically required, members/non-members, contractors and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.</p>

<p>Sharing information with other persons, co-borrowers, co-signers/guarantors, owners of collateral pledged and others.</p>	<p>You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancings, sales, trades, transfers, exchange or Transactions Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential “pay-offs”. This may include account numbers and information necessary to process payments.</p> <p>Access to Third Parties: When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.</p> <p>Third Parties: To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.</p>
<p>E-Mail and Facsimile Communications / Consent to Communications By E-Mail</p>	<p>You acknowledge and agree that the Internet is considered inherently insecure. Therefore, should you undertake to communicate with us via general email, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for notices, statements or other information provided by us at any time. The Credit Union may not immediately receive e-mail communications that you send. Although we may use general email as provided herein, we reserve the right to require any notices from you be submitted to us in writing; and we may refuse to send certain information through unsecured e-mail communications. You agree and consent that we may provide to you any communication, documentation or information required by applicable laws or which we deem necessary or appropriate, which is not expressly subject to both consent and verification pursuant to laws such as the E-Signatures Act.</p>

<p>Powers of attorney</p>	<p>You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make Transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and Transactions.</p> <p>You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of Transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.</p> <p>We within our discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s).</p> <p>You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.</p>
<p>Costs, expenses and attorneys' fees ALL ACCOUNTS / SERVICES</p>	<p>All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action, you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.</p>

<p>Telephone requests; recording data/communications and consent to communications from the Credit Union.</p>	<p>You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or other order. You consent that any communications by any means with us or our affiliates may be monitored and recorded. When you access any services, we offer/provide including online and mobile banking to conduct transactions, the information you enter may also be recorded. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.</p>
<p>Use of biometrics / fingerprints</p>	<p>The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any requirements we or the third party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.</p> <p>Important Notice on Biometrics: When you enable biometric access every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us. CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.</p>

Glossary:

These terms govern the interpretation of the above Agreement.

ACH	The Automated Clearing House Network
ACH debit entry	An electronic instruction requesting the withdrawal of funds from your account through ACH.
ACH transaction	A deposit or payment transferred to or from your account through an ACH.
Authorized signer	A person who has actual or apparent authority to use your account even if they have not signed the account application.

“Authorized User” and “Authorized Use”	Means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. Suggestion: If you have a joint owner on an account that has any access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e., account number and all suffixes associated with said account number). If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered, but may not close any account(s) or terminate any services without the owner’s specific written consent.
Available balance	Our most current record of the amount of money available for your use or withdrawal. For more information, see the “Available Balance, Posting Transactions, and Overdraft” section in this Agreement.
Business account	Any deposit account, other than one of Credit Union’s commercial deposit accounts, which isn’t established and kept for personal, family, or household purposes. Common examples of ownership include an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a nonprofit corporation, an employee benefit plan, or a governmental unit including an Indian tribal entity.
Business day	Every day except Saturday, Sunday, and federal holidays.
Card	Every type of debit card and ATM card we may issue, except any prepaid cards or the business.
Collected balance	The ending daily balance in your account after all credits and debits have posted, minus deposited items that have not yet been collected from the originating financial institution. The collected balance is the balance on which interest is calculated for all interest-bearing checking accounts and for all savings accounts.
Consumer account	Any deposit account which is established and kept for personal, family, or household purposes and isn’t intended for business use. A consumer account can be owned by one or more individuals.
Direct deposit	An automatic electronic deposit of your salary, pension, Social Security, or other regular income deposited through the ACH network to your Credit Union deposit account by your employer or an outside agency.
Endorsement	A signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check.
Item	Any order, instruction, or authorization to withdraw or pay funds or money from or to an account. Examples include a check, draft, money order, ACH, wire transfer, Bill Pay, other electronic transfer, ATM withdrawal, teller withdrawal, debit card purchase, and fee.
Overdraft	An available balance of less than \$0.00 in your account.
Returned item / non-sufficient funds (NSF)	A term used to indicate when an item presented for payment is returned unpaid because the available balance in your deposit account is less than the amount of the item when presented.
Shares	For the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, “share(s)” mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.
Statement period:	The dates of your statement period are located on your account statement, which provides you a record of all transactions posted during that period. Statement periods can be of varying length, including monthly, quarterly, semi-annual, or annual.
Transaction or transaction	Means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.



PRIVACY POLICY

Rev. 01/2025

FACTS

WHAT DOES GREENVILLE HERITAGE 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:

- name, address, social security number, date of birth and e-mail address
- creditworthiness, credit history, credit scores and income
- account numbers/balances, payment history and credit card or other debt

When you are *no longer* our customer, 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 Greenville Heritage FCU chooses to share; and whether you can limit this sharing.

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

To limit our sharing

Please call 864.467.4160 or visit your local branch to obtain an Opt-Out Form.

Please note:

If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Please call 864.467.4160 or visit your local branch.

What we do

How does Greenville Heritage FCU 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 Greenville Heritage FCU collect my personal information?	<p>We collect your personal information, for example, when you open an account or deposit money, pay your bills, apply for a loan, or use your credit or debit card.</p> <p>We also collect your personal information from others, such as credit bureaus or other companies.</p> <p>We may collect information regarding your mobile device such as device settings, unique device identifiers, information about your location, and analytical information that may assist with diagnostics and performance. For your convenience, you may be asked to grant permission for access to your mobile device's geolocation data. This information may be collected when you use certain services that are dependent on your mobile device's location (such as the location of an ATM or in store transactions).</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Greenville Heritage FCU has no affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include mortgage companies, insurance companies and direct marketing companies.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners can include insurance companies, investment companies and direct marketing companies.

Other important information

Notices and "Joint Relationships." Except where expressly required by applicable law, we will provide all notices to the person (member) listed first on any application, agreement or other relevant document with us. The notice will be mailed to the address noted for said person on the application, agreement or other document. If this person (member) has agreed to receive notices and disclosures electronically, then we can send all such notices and notifications, to the e-mail or Internet address provided by said person; or we shall post or otherwise give notice by posting a notice, providing a link or using such other electronic methods authorized under applicable laws and/or regulations. All joint owners, borrowers and guarantors agree to the receipt and sufficiency of any notice or notification sent according to this paragraph.

Modification. The Credit Union reserves the right to modify, change or amend this Privacy Policy and Agreement at any time without notice other than as expressly required by applicable law.

What members can do to help. Protect your account numbers, card numbers, PINs (personal identification numbers), and passwords. In particular, never keep your PIN with your debit card or credit card, as that makes you vulnerable in the event you lose your card or your card is stolen. Use caution in revealing account numbers, social security numbers, etc. to other persons. In particular, if a caller tells you he/she is calling you on behalf of the credit union and asks for your account number, you should beware. Legitimate credit union staff would already have access to that information. It's important that the credit union has current information about how to reach you. If we detect potentially fraudulent use of your account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

For Alaska, Illinois, Maryland and North Dakota Members. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. **For California Members.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. **For Massachusetts, Mississippi and New Jersey Members.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization. **For Vermont Members.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.



Greenville Heritage

FEDERAL CREDIT UNION

Three Convenient Locations to Serve You!

Home Office

520 W. Washington Street, Greenville, SC 29601
Phone: 864.467.4160 • Toll Free: 800.943.6928

County

301 University Ridge, South Tower, Ste. T400, Greenville, SC 29601

Simpsonville

350 Harrison Bridge Road, Simpsonville, SC 29680

24/7 Secure Access to Your Accounts!

Instant Teller
800.399.4797

Home Banking
www.greenvilleheritage.com

Two Mobile Apps to Help You Manage Your Accounts!

[GHFCU 2 Go!](#): Home Banking from your Smartphone Plus Transaction Alerts, Spend Tracking by Category, and Debit Card Off/On Feature

[GHFCU Credit Card](#): Account Summary, Recent Transactions, Statements and Card Payment from your Smartphone

**Report a Lost or Stolen ATM/Debit Card or
Other Access Device After Hours:**
800.472.3272

Report a Lost or Stolen VISA® Credit Card After Hours
800.808.7230

Report Fraud on a VISA® Credit Card
800.600.5249

Direct All Other Reports, Requests and Inquiries to:
Greenville Heritage FCU
PO Box 2564, Greenville, SC 29602