

**TRULIANT FEDERAL CREDIT UNION**  
**BUSINESS SERVICES ACCOUNT TERMS**  
(Including Funds Availability and Electronic Fund Transfer Disclosures)

**PART I**  
**GENERAL PROVISIONS**

- 1. Legal Effect of Provisions in this Booklet.** This Deposit Agreement has been written in plain English so that the reader can understand its terms as clearly as possible. Throughout, Truliant Federal Credit Union will be called “the Credit Union” and YOU the depositor will be called “you.” When you open a deposit account with the Credit Union by signing a Signature Card, and receive a copy of this Agreement, you are agreeing to the terms of this Agreement. It is a legally binding contract. Please note that the contract can only be modified as provided in this Agreement. Please READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account. If you have any questions after reading this Agreement, the Credit Union would be happy to answer or clarify them.
- 2. Organization of Agreement.** Part I of this Agreement sets forth general terms applicable to all deposit accounts subject to this Agreement. The rules governing ownership of deposit accounts in different capacities are described in Part II of this Agreement. Part III sets forth specific terms for most business deposit products. The general rules governing deposit accounts are set forth in detail in Part IV. Parts V and VI set forth rules for Electronic Funds transfer and our Funds Availability Policy. You should read all of these rules carefully.
- 3. Subject of Agreement—Deposit Products.** The Credit Union offers a great variety of financial services to meet your needs. It provides many different types of deposit accounts. Except for the special accounts listed, this Agreement covers all types of deposit accounts offered by the Credit Union, now or in the future, including savings and checking accounts, money market accounts, and certificate accounts. This Agreement does not cover products such as loans, safe deposit boxes, trust services, and Visa cards. Further information is available at the Credit Union on any of these special financial services.
- 4. Important Information about Identification Procedures.** To help the government fight the funding of terrorism and money laundering activities, Federal law now requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: Credit Union personnel will ask for your name, address, date of birth, and/or other information that will allow us to identify you. We may also ask to see your driver’s license and/or other identifying documents.
- 5. Effect of State and Federal Laws and Regulations.** The deposit relationship between you and the Credit Union is governed primarily by this Agreement. But it is also governed by the laws of the State of North Carolina and other applicable states; the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and operating letters of the various Federal Reserve Banks; and the rules and regulations of other proper financial institution supervisory authorities. If any terms of this Agreement come into conflict with applicable law, those terms will be nullified to the extent that they are inconsistent with the law, and the applicable law will govern. If any provision of this Agreement is declared to be invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.
- 6. Deposit Protection.** The Credit Union is committed to providing a safe and sound capital structure through the retention of earnings to guarantee the protection of our members’ deposits. In addition to the strength of our capital, depositors’ funds are insured to \$250,000 per depositor by the National Credit Union Share Insurance Fund. This insurance coverage applies to the total of a person’s funds in checking, investment and savings deposits and certificates of deposit. Member service personnel are available to discuss protection for your deposits in excess of \$250,000.
- 7. Member’s Waiver of Notice.** By signing the signature card, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to the Credit Union, the Credit Union is not required to notify you of the dishonor.
- 8. Waiver of Rights by the Credit Union.** The Credit Union reserves the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to other members or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

**9. Modification of Agreement by the Credit Union.** The Credit Union reserves the right to modify the contract terms in this Agreement at any time. Unless otherwise required by law, the Credit Union may modify this Agreement by mailing to you, in your statement or to your statement mailing address, a written notice of the modification. Such a modification will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of mailing unless you specifically consent to an earlier date. Modification of service fees is governed by Paragraph 38 of this Agreement, and changes in dividend rates on dividend-bearing accounts are governed by the rate sheet that accompanies this Agreement.

**10. Termination of Contract.** This Agreement between you and the Credit Union, as it relates to the accounts offered by the Credit Union, can be terminated by either you or the Credit Union at any time by a notice in writing, which includes electronic means when applicable. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account, or for your liability on outstanding items. You agree that notice of termination of this Agreement by the Credit Union will be reasonable if it is mailed to your statement mailing address at least 10 days prior to the date of the termination.

**11. Notices.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the United States Mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any one owner of an account is notice to all owners of that account.

**12. Binding Arbitration and Class Action Waiver.** Any dispute, controversy or claim arising out of or relating in any way to the Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two (2) years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. For purposes of this section and the sections heretofore related to class actions and joinder of parties, the terms herein shall apply to any and all claims, liabilities, losses and demands arising on or after August 1, 2020.

**No Class Action or Joinder of Parties.** You acknowledge that you and we agree that no class action, class-wide arbitration, private attorney general action, or other proceeding where someone acts in a representative capacity, may be pursued in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Disputes Covered by Arbitration.** You acknowledge that in arbitration there will be no right to a jury trial. Any claim or dispute relating to or arising out of your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims.

If a party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

**Disputes Excluded From Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Disputes filed by us related to the administration, collection or enforcement of our security interest in business credit transactions will also be excluded from arbitration.

**Commencing an Arbitration.** The arbitration must be filed with the American Arbitration Association. If you initiate the arbitration, you must notify us in writing at: Truliant Federal Credit Union, Attn: Legal Department, 3200 Truliant Way, Winston-Salem, NC 27103. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules, as well as additional information about initiating an arbitration by contacting the American Arbitration Association. The arbitration shall be conducted in the same city as the U.S. District Court closest to our headquarters, unless the parties agree to a different location in writing.

**Costs.** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of North Carolina shall apply.

**Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

**Applicability.** Arbitration will not apply to your Account as long as you are an active duty Service Member, who owns a major interest in the business, who is a member of the Credit Union.

## PART II OWNERSHIP OF ACCOUNTS

13. **Signature Card Designation.** The classification of your account as a personal account or a business account, and the form of ownership for your account, are designated on the Signature Card you sign when you open the account. The following provisions describe the rules applicable to the various classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on the Signature Card apply to your account.

**14. Individual Accounts.** By opening an account that is designated as an individual account on the Signature Card you are considered by the Credit Union as the sole owner of the account. You may designate another person to write checks on the account by granting them a limited power of attorney on a form acceptable to the Credit Union without granting them any ownership interest in your account. Otherwise, you will be the only person authorized to use the account.

**15. Business Accounts.** Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations (and associations) operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business. The classification and form of ownership of a business account are as designated on the Signature Card.

a) In a partnership account, the partners agree with each other and the Credit Union that any one partner whose name is written or typed on the Signature Card has complete authority to bind the partnership and all other partners in all transactions involving the account.

b) In a corporation account, each person who signs the Signature Card represents to the Credit Union that the corporation is duly authorized to transact business and that each person whose name is written or typed on the Signature Card is duly authorized and has complete authority to bind the corporation in all transactions involving the account.

c) The partnership, corporation or other legal entity agrees to notify the Credit Union promptly in writing of any change in authority. The Credit Union also reserves the right to require a partnership, corporation or other legal entity to give separate written authorization telling the Credit Union who is authorized to act on its behalf. The Credit Union is authorized to follow the directions of a person designated as having authority to act on the entity's behalf until the Credit Union receives written notice that the authority has been terminated and has had a reasonable time to act upon that notice.

### PART III SPECIFIC ACCOUNT TERMS AND FEES

#### **16. BUSINESS SAVINGS ACCOUNT**

**Minimum balance requirements:** The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

**Par value of a share:** The par value of a share in this account is \$5.00.

**Fees and charges:** An excessive withdrawal fee of \$10.00 will be charged for each over-the-counter withdrawal in excess of three during a month.

#### **17. BUSINESS CHECKING ACCOUNT**

**Minimum balance requirements:** The minimum balance required to open this account is \$2,500.00. Your account will be subject to a \$10.00 monthly maintenance fee if the daily minimum balance of \$2,500.00 is not maintained.

**Fees and charges:** A checks paid fee of \$.25 will be charged for each check paid in excess of 500 during a month. A deposited item fee of \$.25 will be charged for each paper draft (checks) deposited in excess of 500 during a month. This deposited item fee applies to the aggregate activity in all business accounts.

#### **18. BASIC BUSINESS CHECKING ACCOUNT**

**Minimum balance requirements:** There is no minimum balance required to open this account.

**Fee and charges:** A checks paid fee of \$.25 will be charged for each check paid in excess of 150 during a month. A deposited item fee of \$.25 will be charged for each paper draft (checks) deposited in excess of 150 during a month. This deposited item fee applies to the aggregate activity in all business accounts.

#### **19. BUSINESS MONEY MARKET ACCOUNT**

**Minimum balance requirements:** The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

**Transaction limitations:** During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of preauthorized or automatic transfer or telephonic order or instruction (including 24-hour account access). No more than three of the six transfers may be made by check, draft, or debit card, if applicable, or similar order to a third party.

#### **20. COMMON FEATURES FOR ALL BUSINESS DEPOSIT ACCOUNTS**

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Statement copies (duplicates).....	\$2.00/statement
Automatic transfer of funds from a savings account to a checking account.....	\$3.00
Check printing.....	(Fee depends on style of check ordered)
Counter check.....	\$.30
Official check, payable to third party.....	\$5.00
Deposited checks (and other items) returned unpaid.....	\$10.00
Nonsufficient funds – each check, ACH, item, or other draft you initiate .....	\$33.00
Nonsufficient funds – each payment you initiate on a T rulant loan balance.....	\$29.00
Special statement cutoff.....	\$2.00
Debit Card - Lost or stolen card replacement.....	\$15.00/card
Non-T rulant ATM Withdrawal, POS Withdrawal, T ransfer, or Inquiry.....	\$2.00/item
T elephone transfer (excluding 24-hour account access).....	\$2.00
Stop payment fee.....	\$25.00/check
Stop payment – check series.....	\$25.00
Check copies (over 12 per year).....	\$1.50
Per check Wire transfer (outgoing - domestic).....	\$25.00
Wire transfer (outgoing - international).....	\$35.00
Wire transfer (incoming) .....	\$10.00
Non-participation fee (see below).....	\$10.00/month
Account research.....	\$25.00 per hour plus third party cost
Legal action processing.....	\$40.00 per occurrence

Non-participation fee – Any month in which you do not maintain at least one of the following requirements: 1) A total average monthly deposit balance with the Credit Union of \$250.00 or more (excluding accounts of members 18 years of age or younger); 2) an open loan, line of credit or Visa account; or 3) any account activity in the preceding six months, your account will be charged \$10.00.

Any member’s Shares totaling less than \$5.00 for a period of two months will be absorbed as a fee.

#### PART IV GENERAL RULES GOVERNING DEPOSIT ACCOUNTS

**21. Dividends.** Dividends will be paid on accounts in accordance with the policies of the Credit Union as amended from time to time. All rates are variable unless otherwise stated. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Dividends are compounded daily and credited monthly on all accounts. The dividend period on all business accounts is monthly beginning the first day of the month and ending the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day. Dividends will begin to accrue on the business day you make deposits to your account. Rate sheets may be obtained by visiting your local branch, on our website, or by calling (800) 822-0382.

**22. Deposit of Items.** You may make deposits in person, by mail or by any other method the Credit Union makes available, such as its automated teller machines. The Credit Union is not responsible for deposits made by mail or through a depository not staffed by the Credit Union’s personnel until the Credit Union actually receives them. If you fail to endorse an item that you submit for deposit, the Credit Union has the right, but is not obligated, to supply the missing endorsement. The Credit Union may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees. You agree to reimburse the Credit Union for any loss or expense it incurs because you fail to endorse an item exactly as it is drawn. If the Credit Union receives an item on a weekend, holiday or after the Credit Union’s posted closing time, the item is deemed to have been received on the Credit Union’s next business day.

**23. Night Depository Service Disclosure.** T rulant Federal Credit Union (“Credit Union”) offers night depository services under

these terms and conditions in the Account Agreement. By utilizing this service, you are agreeing to the following terms and conditions:

For purposes of these terms and conditions, the following definitions will apply.

- **Business Day** – A business day is any day Monday through Friday the credit Union is operating and open for business except any federal holidays the Credit Union observes.
- **Night Depository Facility** – Any of the facilities operated by the Credit Union for the purpose of accepting deposits from Credit Union Members.
- **Assumption of Risk** – Member hereby assumes any and all risks arising out of or incidental to the use of the night depository services. Member acknowledges that Credit Union has provided instructions on the proper operation and use of its night depository facility.

**Procedures for Making Deposits.** Credit Union provides deposit envelopes and will provide sealing bags as necessary upon request. Member shall place all envelopes and/or sealed bag(s) in the night depository facility. The Member shall take all action necessary to ensure the envelope(s) and/or sealed bag(s) are properly placed in the appropriate receptacle. Member shall make sure envelopes are filled out correctly upon deposit. Member shall make sure all sealed bags deposited in the night depository facility will contain an itemized deposit slip listing all currency, coins, and negotiable instruments. All negotiable instruments must be itemized on the deposit ticket or a separate calculator tape must be provided. All negotiable instruments must have proper endorsements, which include "pay to the order of" and the business name.

**Procedures for Removing and Processing Deposits.** Any night depository envelopes or bags that were deposited before 7am in the night depository will be removed each business day (Monday-Friday) for processing. Credit Union will verify each deposit and will credit the face value of the currency, coins and negotiable instruments, which the Credit Union finds in each envelope and/or sealed bag to the Member's account. Availability of all deposits will be subject to the Credit Union's Funds Availability Policy.

Credit Union's findings and records with respect to the contents of each bag will be conclusive and binding upon the Member. If Credit Union finds evidence that a bag has been tampered with Credit Union will contact the member to inform them of the situation.

**Limitation of Liability.** By using this service, you understand and agree that the Credit Union will not be liable for any loss or damage sustained by the Member or any employee or agent of the Member resulting from the Member's (or its employee's or agent's) inability to operate the facility. Credit Union will not be responsible for any loss or damage suffered by any person due to an act of nature, vandalism, or malicious mischief.

Once the contents (currency, coins, and negotiable instruments only) are correctly deposited into a night depository, Member will not be responsible for any loss or damage to the contents due to an act of nature, vandalism, or malicious mischief. Credit Union will not be responsible for any loss resulting from the unlawful or dangerous use of the night depository facility by any person or otherwise. The Credit Union will not be responsible for the loss, destruction, or misplacement of all or any part of, or shortage of the deposits or contents in any of Member's bags deposited in the night depository facility unless such loss, destruction or misplacement is legally proven to be a direct result of the gross negligence of the Credit Union.

**Miscellaneous Terms of Use.** By using this service, you understand and agree that you shall indemnify Credit Union from and against all injuries, losses, damages, expenses (including, but not limited to reasonable attorney's fees), actions and causes of action which Credit Union incurs as a result of the provision of services hereunder, except for Credit Union's own gross negligence or willful misconduct. You also understand and agree that this disclosure contains the entire understandings between you and the Credit Union hereto regarding the provision of night depository services by the Credit Union. Credit Union reserves the right to modify and withdraw its night depository service from any Member at any time, without notice, and will not be liable for any loss to the Member which results from such action.

**24. Collection of Items.** In receiving items for deposit or collection, the Credit Union acts as your collection agent and assumes no responsibility beyond the exercise of due care. Special instructions for handling an item are effective only if made in writing and given to the Credit Union along with the item in question. The Credit Union will not be liable for default or negligence of its correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House rules. All items are credited subject to final payment and receipt of proceeds by the Credit Union. Without prior notice to you, the Credit Union may charge back any item at any time before final payment, whether returned or not, and may also charge back any item drawn on it if, with the normal handling period for such item, the item cannot be honored against the drawer's account. The Credit Union is authorized to pursue collection of previously dishonored items, and in so doing it may permit the payer financial institution to hold an item beyond the midnight deadline.

**25. Authorized Signature.** Your signature on the Signature Card is your authorized signature. For the payment of funds and for other purposes relating to any account you have with the Credit Union, the Credit Union is authorized to recognize your signature, but it will not be liable to you for refusing to honor your checks or other signed instructions if it believes in good faith that the signature appearing on such checks or instructions is not genuine. Additionally, you may authorize the use of a facsimile signature device by designation on the Signature Card or in a separate resolution. If you have authorized the use of a facsimile signature device, the Credit Union may honor any check or other signed instruction that bears or appears to bear your facsimile signature even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, you should maintain close control over your facsimile signature device and promptly review your statements and cancelled checks for unauthorized use of the device. The Credit Union may honor any check or other item drawn against the account so long as it contains at least one authorized signature.

**26. Checks and Other Withdrawals.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by the Credit Union. The Credit Union also reserves the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. The Credit Union may pay checks or other items drawn upon your account in any order determined by the Credit Union, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.

**27. Telephone Transfers.** A transfer of funds from one of your accounts to another of your accounts at the Credit Union may be made by telephonic instructions given by the same persons and under the same conditions that a written transfer request could be made.

**28. Insufficient Funds.** An insufficient balance in your account, which has not been covered by overdraft protection, is subject to a service fee charged against your account according to the Credit Union's then current schedule of charges. Checks or other items drawn against insufficient funds in your account may also be subject to the service fee set forth in that schedule. The Credit Union may determine whether or not your account contains sufficient funds to pay a check or other item at any time between the time the check or other item is received by the Credit Union and the Credit Union's return deadline, and only one determination of the account balance is required. If that determination reveals insufficient funds to pay the check or other item, the Credit Union will not be required to honor the check or other item and may return it. Alternatively, the Credit Union may honor the check or other item and create an overdraft. However, the honoring of one or more overdrafts does not obligate the Credit Union to honor any future overdrafts, and you should not rely on the Credit Union to honor an overdraft. Moreover, the Credit Union is not required to send you prior notice on checks returned for insufficient funds. You agree to deposit sufficient funds to cover the overdraft and any service fees upon notice of the overdraft, and to reimburse the Credit Union for any costs it incurs in collecting the overdraft from you including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law.

**29. Stop Payment Orders.** You have the right to stop payment on any check drawn on your account that has not been paid or certified. An oral stop order lapses after 14 calendar days unless it is confirmed in writing within that period; a written stop order is effective for six months. Renewals must be in writing and may be made from time to time. A written stop order, renewal or revocation will be valid upon delivery to the Credit Union. In order to place a stop payment order, you must inform the Credit Union of the exact amount of the item and the number of the check and the number of the account. The Credit Union will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and the stop payment cannot be completed. The Credit Union is entitled to a reasonable period of time after you give a stop order to notify its employees. If the Credit Union re-credits your account after paying a check over a valid and timely stop order, you agree to transfer to the Credit Union all of your rights against the payee or other holder of the check, and to assist the Credit Union in legal action taken against that person later on. A release or cancellation of a stop order may be given by any person who is authorized to draw checks against the account. Stop payment orders on cashier's checks and certified checks are not permitted.

**30. Stale and Post-Dated Items.** The Credit Union maintains the option either to pay or dishonor any stale check (i.e., more than six months old) upon presentation to the Credit Union. The Credit Union may pay a check or other draft on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the check. For this reason, you should not write post-dated checks.

**31. Responsibility for the Back of Checks.** You agree that the Credit Union will not be liable to you because an item you deposit in your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository financial institution's endorsement that were made by you or a prior endorser. Similarly, you will be

liable to the Credit Union for any loss or expense, including without limitation reasonable attorneys' fees, it incurs because it is unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.

**32. Automated Processing of Items.** You recognize that the Credit Union has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all members. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Credit Union may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse the Credit Union for any loss or expense it incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination of items with a face amount below an amount specified by the Credit Union from time to time.

**33. Statements.** Statements will be mailed by the Credit Union to the last address you have given in writing. You should carefully examine the statement. If you feel there is an error on the statement, or that some unauthorized person has withdrawn funds from the account, the Credit Union should be notified immediately. The statement is considered correct unless you notify the Credit Union promptly after any error is discovered. Moreover, because you are in the best position to discover an item error, you agree that the Credit Union will not be liable for paying such items if (a) you did not exercise reasonable care in examining the statement or you have not reported any errors to the Credit Union within 60 days of the mailing date of the earliest statement containing said error, or (b) these items were drawn without authority or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the lack of authorization or alteration could not be detected by a reasonable person and you were negligent in some manner. You agree to pay the applicable service charge for retrieval and copying of the requested checks.

**34. Setoff and Security Interest.** If you ever owe the Credit Union money as a borrower, guarantor or otherwise, and it becomes due, the Credit Union has the right under the law (called "setoff") and under this agreement (by which you grant the Credit Union a security interest in your deposit account) to use the money from your account to pay the debt. The Credit Union may use the money to pay the debt even if withdrawal results in a dividend penalty or dishonor of checks. In the case of a partnership or joint account, each partner or joint owner agrees that the Credit Union may use the money in the account to satisfy any one of their individual obligations. Similarly, each partner or joint owner agrees that the Credit Union may use the money in their individual accounts to satisfy obligations in the joint account or partnership account. The security interest granted by this Agreement is consensual and is in addition to the Credit Union's right of setoff. However, the right of setoff and security interest may not apply to your account if: (a) it is an IRA or a tax-deferred Keogh Retirement Account; (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) the debtor's right of withdrawal arises only in a representative capacity.

**35. Legal Process Against Account.** If legal action such as a tax levy, attachment, garnishment, etc. is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If your account is attached, garnished or otherwise subject to levy by lawful legal action, the Credit Union will not be liable to you for any sums it may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay a check you have written. If the Credit Union incurs any expenses, including without limitation, reasonable attorney fees, in responding to an attachment, garnishment or other levy that is not otherwise reimbursed, it may charge such expenses to your account without prior notice to you. Any garnishment or other levy against your account is subject to the Credit Union's right of setoff and security interest.

**36. Other Adverse Claims.** If the Credit Union receives notice of an actual or potential adverse claim to your account or the funds in your account, it may in its discretion refuse to pay out any money from your account for a reasonable period of time after receipt of notice of the actual or potential claim. Although the Credit Union reserves the right to refuse to pay out any money from your account if it has received notice of an actual or potential claim, the Credit Union is not required to recognize any adverse claim unless (1) the claimant provides the Credit Union with an acceptable bond indemnifying the Credit Union against any and all liabilities, losses, damages, costs and expenses that might be incurred by the Credit Union in connection with payment of the adverse claim and any resulting dishonored checks or other items, (2) the claimant has obtained an order from a court of competent jurisdiction in a case in which you are made a party and served with a summons, or (3) you act as a fiduciary for the claimant and the claimant gives the Credit Union an affidavit setting forth the nature of your fiduciary relationship and the facts upon which the claimant has reasonable cause to



believe that you are about to misappropriate the funds.

37. **Death or Incompetence.** Neither a member's death nor a legal adjudication of incompetence revokes the Credit Union's authority to accept, pay or collect items until the Credit Union knows of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Credit Union may, for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

38. **Transfer of Ownership.** Although checks drawn on your account are negotiable, the account itself is not. Accounts are not transferable except on the Credit Union's books and records. In order to transfer title or pledge the account as collateral for a loan from someone other than the Credit Union, a written request must be provided on a form approved by the Credit Union. If ownership is to be transferred, the Credit Union may require that the account be closed and a new account opened. Any pledge of the account to a third party remains subject to the Credit Union's right of setoff and security interest.

39. **Service Fees.** You agree to pay any service fees that apply to your account. Service fees may include but are not limited to charges for check printing, check writing, stop payment orders, and notices of post-dated items, cashier's checks, overdrafts and insufficient funds checks. These fees, which the Credit Union will always make reasonable in amount, help the Credit Union to cover the cost of transactions in your account. Any fees may be deducted from your account without prior notice to you. The Credit Union will not be liable for dishonoring checks or other withdrawal orders because of insufficient funds resulting from proper deduction of fees. A schedule of the Credit Union's current fees is given to you when you open an account and is available at our Credit Union offices. Service fees are subject to change from time to time at the Credit Union's discretion. Notice of any changes will be sent to you at the address shown on the Credit Union's records. A reasonable period of time will be given before any changes become effective.

40. **Disputes Involving the Account.** You agree to be liable to the Credit Union for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that the Credit Union incurs as a result of any dispute involving your account, and you authorize the Credit Union to deduct any such loss, costs, or expenses from your account without prior notice to you. This obligation includes disputes between you and the Credit Union involving the account and situations where the Credit Union becomes involved in disputes between you and an authorized signor, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signor, another joint owner, or a third party takes action with respect to the account that causes the Credit Union, in good faith, to seek the advice of counsel, whether or not the Credit Union actually becomes involved in a dispute.

41. **Confidentiality.** In accordance with the Credit Union's bylaws, all transactions with you and all information respecting your personal affairs will be kept in confidence, except when otherwise permitted by state or federal law.

## PART V SPECIAL RULES GOVERNING ELECTRONIC FUND TRANSFERS

42. Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to the Credit Union for the transfer of funds out of the account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the account, will be governed by this Part and by Article 4A of the Uniform Commercial Code ("UCC4A") as enacted in the state in which you have your account with us, or as adopted in North Carolina if the state in which you have your account has not enacted UCC4A.

43. We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. You agree that if a payment order or cancellation thereof identifies the beneficiary by both name and an identifying number, and the name and number identify different persons or account holders, execution and payment to the beneficiary or cancellation may be made solely on the basis of the identifying number. You also agree that if a payment order identifies an intermediary bank or the beneficiary's bank by both name and an identifying number and the name and number identify different persons, execution of the payment order by any bank may be made solely on the basis of the identifying number.

44. We will give you notice of the acceptance of a payment order by posting the amount of the payment order to the appropriate account. Prior to the Credit Union's acceptance of an outgoing payment order, the outgoing payment order may be canceled. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

45. **Unlawful Internet Gambling and Other Illegal Activities.** You agree that you are not engaged in unlawful internet gambling or any

other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

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

**47. Notice of Receipt of Entry:** Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**48. Choice of Law:** We may accept on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of North Carolina as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## PART VI

### YOUR ABILITY TO WITHDRAW FUNDS AT ALL LOCATIONS OF TRULIANT FEDERAL CREDIT UNION

This funds availability policy applies to business transaction accounts only. Business transaction accounts include business checking accounts and other accounts where withdrawals are unlimited. If you have a question whether this policy applies to your account(s), please ask a member service representative.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit at one of our branches before that branch's posted closing time on a business day that we are open, we will consider that day to be the day of your deposit.

#### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Items deposited at Co-Op Shared Branch facilities will be available on the second business day after the day the deposit is made. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day with the exception of Co-Op Shared Branch deposits where the first \$225 of your deposit will be available on the second business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- 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 communications or computer equipment.

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

#### Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

### CONCLUSION

Truliant Federal Credit Union appreciates your business. Our purpose is to keep our members informed of the deposit options available at the Credit Union, as well as the Credit Union's and member's responsibilities in guaranteeing a high level of personal and professional service on your accounts. For further information regarding your account or other available services at the Credit Union, please contact Member Services for assistance. Thank you.

Mailing Address:

P.O. Box 25371

Winston Salem, NC 27114-5371

Telephone Number:

Winston Salem 336-659-1955

Greensboro 336-664-1955

Charlotte 704-522-1955

Other Areas 800-822-0382