

# Account Terms and Truth in Savings Disclosures





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## **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.

Truliant Federal Credit Union is federally insured by the National Credit Union Administration and is an Equal Housing Lender.

# TRULIANT FEDERAL CREDIT UNION ACCOUNT AGREEMENT

This Agreement sets forth the terms and conditions applicable to your accounts at Truliant Federal Credit Union (the “Credit Union”) as of August 1, 2020. These terms and conditions are incorporated as part of your Account Agreement with Truliant Federal Credit Union. This Account Agreement applies to all deposit and loan accounts maintained at the Credit Union.

**Use of Certain Terms in This Agreement:** “You” or “your” refers to each person signing an account signature agreement, anyone who owns an account or anyone who has access to or control over an account (including your agents, such as attorneys-in-fact and personal agents). “We,” “our,” and “us” refers to Truliant Federal Credit Union. “Transaction” includes all orders and instructions for the payment, transfer or withdrawal of funds from your account; for example, a check, draft, image, substitute check, everyday non-recurring debit card transaction, recurring debit card transaction, ACH transaction, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, online transfer including a Bill Pay transaction, withdrawal slip, and an in-person payment, transfer and withdrawal instruction. A previously presented debit or withdrawal is considered a new item if presented for payment again and therefore may be subject to additional fees as a new item. “Includes,” “including,” “include” or “for example” are used to introduce a list of some, but not all, situations or items that are covered by a particular provision. “Everyday debit card transactions” means one-time use of your debit card. When we refer in this Agreement to “sufficient available funds,” “available funds,” “funds being available,” or similar phrases, we mean the Available Balance plus any funds available to the account through our Standard Overdraft Protection service.

## 1. All Accounts:

- a. All accounts subject to this Agreement will be subject to such rules and fee schedules as may be adopted from time to time by the Board of Directors of the Credit Union. The terms of this Agreement may be amended by notice from the Credit Union communicated to you in any reasonable manner. Use or maintenance of an account established under this Agreement shall constitute acceptance of any new, additional or other terms established pursuant to such notice. All rights, obligations, and duties under this contract shall be determined by North Carolina or applicable Federal law. Fees may be deducted from your account balance as and when they become due.
- b. The pricing philosophy of Truliant Federal Credit Union is that individual users of services, particularly costly ones, should pay for them rather than the total membership. In this way, the entire Credit Union membership is served in the fairest way possible. The fees in this Agreement set forth certain conditions, fees and charges applicable to your accounts at the Credit Union. All fees are subject to change.

- c. You agree to pay any charges established by the Credit Union with respect to the use or maintenance of any account established under this Agreement.
- d. Each depositor shall be jointly and severally liable for any liabilities of the account, including reimbursement of overdrafts.
- e. You agree that no credit or service, except for a regular share account, will be extended to you if you, whether individually or with others, have caused the Credit Union a loss, unless the loss has been or is being repaid.
- f. Any error in the listing or posting of an item or deposit may be corrected at any time after its discovery.
- g. All deposit items are received by the Credit Union for collection. Any item may be sent for collection through agents, or may be sent directly to the financial institution on which it was drawn or through which it is payable. You shall bear the risk of loss of items so sent.
- h. Until final payment, the Credit Union may refuse payment of any item drawn against uncollected funds. If final payment of an item is not received, the Credit Union may charge any such uncollected item against your account.
- i. Statements will be sent periodically either by electronic means if you have selected this option or by mail to your last address shown on the Credit Union's records. Unless the Credit Union is notified in writing within 60 days of sending the statement that the account is incorrect, the Credit Union shall not be liable for reimbursement.
- j. Accounts are not transferable except on the Credit Union's books and records.
- k. All accounts except checking accounts are subject to the Credit Union's right to require advance notice of withdrawal as provided by law or the Bylaws of the Credit Union.
- l. You agree to hold the Credit Union harmless from liability for processing delays occasioned by your failure to reserve adequate space for bank endorsements on the back of any check deposited with the Credit Union.
- m. If the Account Agreement is signed by more than one person, the persons signing shall be the joint owners of all accounts designated as joint ownership on the Account Agreement and shall be subject to the further provisions of the Joint Account Agreement which appear in this brochure and subject also to the additional terms and provisions of this Agreement.
- n. Dividends will be paid on accounts in accordance with the policies of the Credit Union as amended from time to time. 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 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.

Current dividend rates accompany this Agreement. For further information about current dividend policies, contact a Member Service Representative.

- o. 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 or more (excluding accounts of members 18 years of age or younger); 2) an open loan, line of credit or Visa account (with a balance greater than \$0); or 3) any account activity in the preceding 6 months, your account will be charged \$10.
- p. Any member's shares totaling less than \$5 for a period of two months will be absorbed as a fee, and your accounts will be closed and your membership terminated.
- q. Member accounts in this Credit Union are federally insured to at least \$250,000 by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States Government.
- r. If legal action such as a tax levy, garnishment, or judgment, is brought against your account, the Credit Union will not be liable to you for any sums it may be required to pay, even if paying the money from your account leaves insufficient funds to pay a check(s) or other draft(s) you have authorized. There will be a \$40 processing fee for each levy, garnishment, or other legal action brought against your account.
- s. Statutory Lien - If you fail to satisfy any financial obligation to the Credit Union, the Credit Union has the right to apply any funds in any account in which you have an ownership interest to the financial obligation without further notice.
- t. If you have had no activity in any 12 month period in any checking, savings, or club account, and the balance is \$100 or less in the account, we will transfer the funds to your membership savings account and close the inactive account.
- u. You agree that we and our third-party debt collectors may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for telemarketing purposes as prescribed by law. Further you agree contact methods may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your cellular device by written notice to us at 3200 Truliant Way, Winston-Salem, NC 27103, or by calling us, or by any other reasonable means. By providing a wireless telephone number, you represent and agree that you are and will be the wireless subscriber with respect to the wireless telephone number provided. If you are no longer the subscriber to the wireless telephone number you provided, please immediately notify us of those changes.
- v. Current vs Available Balance; Non-Sufficient Funds Fee (NSF Fee) – Your Checking Account has two kinds of

balances: the Current Balance and the Available Balance. Your **Current** Balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written that are still outstanding or transactions that have been authorized but are still pending. Your **Available** Balance is your Current Balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds, minimum balance requirements, or to comply with court orders.

When presentment occurs to us for payment, we use your Available Balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Your Available Balance is subject to our Funds Availability Policy.

We may assess an NSF Fee each time a transaction is presented for payment against your Checking Account and sufficient funds are not available to cover the transaction. You should be aware that merchants and payees can present an item multiple times for payment if the initial or subsequent presentment is returned due to insufficient funds or for other reasons. We consider each presentment of a transaction a new transaction for purposes of assessing an NSF Fee. If our determination reveals that there are insufficient funds available to pay an item, we will not be required to pay the item and may return it and assess an NSF Fee. The NSF Fee is \$29. Your Beginning Balance/Ending Balance is shown on your statement. We do not distinguish between available and unavailable funds on your account statements, so it may appear that you had sufficient funds to cover an item that was returned and for which you were charged an NSF Fee. For checks and ACH, the statement may reflect your NSF Fee as "Insufficient Funds Charge." We may restrict account services or close your account due to mismanagement causing excessive NSF Fees or returned items. As the account owner, it is your responsibility for keeping track of your account balance to ensure that you have sufficient funds available to pay any item you authorize. You may always obtain your Available Balance by logging into Online Banking at [Truliant.org](http://Truliant.org), calling us at 1-800-822-0382 or visiting your local branch.

- w. Posting of Payments – We post credit and debit transactions to your account during nightly processing on days we are open for business. For purposes of this section, transactions include fees. Credits increase your account balance and debits decrease your account balance. There are numerous ways transactions are presented for payment by merchants. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. As such, you should be aware that the order transactions post to your account may differ from the order in which the

transactions occur or the order that we receive them. The order in which transactions are posted may affect the total number of NSF Fees you incur if you have insufficient funds to cover all transactions. We post deposits and other credits to your account first. After we post all deposits and other credits to your account, we post debits. We post debits in order according to categories. Within each category, we post debits from the lowest amount to the highest amount. While subject to change without notice to you, we generally post transactions presented on your account in the following order: (1) all deposits and other credits; (2) authorized debits; (3) ACH debits (lowest to highest); (4) checks (lowest to highest); and (5) other fees. Authorized debits are transactions that we are obligated to pay because we provided authorization at the time you initiated the transaction. Authorized debits include debit card transactions, ATM withdrawals, account withdrawals performed in a branch, and some Truliant fees.

- x. Checking Account Overdraft Features and Plans; Balance Backup Overdraft Protection Feature – An overdraft occurs when you do not have sufficient funds available in your account to cover a transaction when it presents to us for payment, but we pay it anyway. We can cover your overdrafts in two different ways:
1. We have our standard overdraft practices which come with your account, including the optional **Balance Backup** service.
    - Our **standard overdraft** protection strives to pay checks, authorized draft items, and reoccurring debit and ACH transactions for you when funds are not available in your account. When an account has insufficient funds, a \$29 fee is charged for every non-sufficient fund item whether the item is paid or returned unpaid.
    - We extend our **Balance Backup** protection feature to your everyday debit and ATM transactions with your approval. If funds are not available in your account, we will strive to pay those everyday debit purchases and ATM transactions. If we cover an item for you, you will be charged a fee of \$29 per transaction that overdraws your account. You can request this service to be removed at any time.

We are not obligated to cover any items defined as checks, ATM withdrawals, Point of Sale or debit card transactions, preauthorized debits or any other electronic transactions presented for payment if the account does not have available funds. For one-time debit or ATM overdrafts, the \$29 fee may appear as “Premium OD Usage Fee” on your statement. Service charges assessed against items presented against the account, do not obligate us to pay said request for funds, nor obligate us to provide prior written notice of the decision to refuse payment. Should a check be submitted or a transaction be made for funds exceeding what is available in the



account, pursuant to this Account Agreement, the account holder is responsible for the amount of any overdraft and applicable fees immediately. If you would prefer that we not honor any items when there are not sufficient funds in your account, you may opt out of this discretionary service by contacting us and expressing this preference. You are fully aware that without this discretionary service or some other form of overdraft protection, such as an account transfer or line of credit (which is offered to qualified accounts), any items presented that overdraw the account may be returned unpaid with the applicable NSF Fee charged to the account for each item. The terms contained herein are the complete and final understanding of the parties with respect to Checking Account Overdraft Features and Plans, and this Agreement supersedes any other document in any potential conflict of interest.

2. We also offer overdraft protection plans, such as a link to a savings account or a line of credit, which may be less expensive than our standard overdraft practices. There may be a \$2 per transfer fee for these services.

- y. **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.

**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 a direct or indirect consumer credit transaction or 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.

## 2. Savings Account:

- a. Savings accounts are tiered rate accounts. A tiered rate account pays different dividend rates based on specified balance levels. See the accompanying rate sheet for the specified balance levels. The dividend rate on this tiered rated account is determined each day based on the daily balance, and the rate is applied to the entire balance.
- b. Any joint owner may pledge or assign this account as collateral to secure the payment of any loan or loans, and any such pledge or assignment shall not operate to sever or terminate, either in whole or in part, any joint estate or other relationship established by this Agreement.
- c. 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).
- d. Par Value of Share: The par value of a regular share in this Credit Union is \$5.
- e. The minimum balance to open any account is the purchase of a \$5 share in the Credit Union.
- f. If your savings account goes below the \$5 minimum balance, the Credit Union, at any time, may use any funds available in other accounts which you have any ownership in to bring the balance back up to \$5.

## 3. All Accounts on Which Checks Can Be Written:

- a. If you do not purchase check stock from the Credit Union or our approved vendor, you accept the risk that we may refuse to pay the check. We may also refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. You agree not to use any checks that contain a background image or selection of ink choices that interferes with our or any other financial institution's ability to produce a digital image of your check. If you do, you will be responsible for any losses you or another person suffers because of the inability to produce a readable image of your check.

- b. The Credit Union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the check.
- c. Any oral or written stop payment order must specify the precise account number, check number, payee, date and amount.
- d. When paid, checks become the property of the Credit Union and will not be returned either with the periodic statement of the account or otherwise.
- e. Except for fraud or gross negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.

#### **4. Checking Account (Truly Free, Advantage or Senior Advantage):**

- a. The Credit Union is under no obligation to pay a check or permit a withdrawal that exceeds the fully paid and collected balance in your account. However, if any party authorized to sign on an account writes a check or otherwise withdraws funds so that withdrawals from the account exceed the balance in the account, the Credit Union may, nevertheless, honor any check or other withdrawal and transfer any available funds to the overdrawn account in the amount of the resulting overdraft, and the Credit Union may impose such fees as may be applicable including but not limited to any fees applicable to the overdraft or transfer.
- b. Minimum Balance Requirements: There are no minimum balance requirements for Truly Free Checking and Senior Advantage Checking that have any activity in a 12 month period. The minimum balance required to open and maintain an Advantage Checking account is \$2,500 in either Savings, Checking, or a Money Market account. If the balance falls below \$2,500 during any day, you will be charged a \$7.50 fee for that month.
- c. You must be at least fifty-five (55) years old to open a Senior Advantage Checking account.

#### **5. Select and Select Plus Money Market Accounts:**

- a. These Money Market accounts are tiered rate accounts. A tiered rate account pays different dividend rates based on specified balance levels. See the accompanying rate sheet for the specified balance levels. The dividend rate on these tiered rated accounts is determined each day based on the daily balance, and the rate is applied to the entire balance. The minimum balance to open a Select Money Market is \$1,000. If your balance falls below \$1,000 during a month, you will be charged a \$10 fee. The minimum balance to open a Select Plus Money Market is \$100,000. If your balance falls below \$100,000 during a month, you will be charged a \$15 fee.
- b. 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).

- c. Please see the section entitled “All Accounts on Which Checks Can Be Written” for terms governing check writing against these accounts.

## **6. Investor’s Money Market:**

- a. This is a tiered rate account. Please see the Select Money Market Accounts section for details on tiered rate accounts.
- b. The Investor’s Money Market account is only for members who have a relationship with Truliant Financial Advisors, which is affiliated with the Credit Union. The Credit Union reserves the right to transfer all funds to another money market account if you do not maintain a minimum relationship, as determined by the Credit Union. Your accounts at the Credit Union, together with this account, are insured up to \$250,000 by the National Credit Union Administration, a United States government agency. Accounts established with Truliant Financial Advisors are not federally insured and may lose value.
- c. The minimum balance to open an Investor’s Money Market account is \$10,000. If your balance is below \$10,000 at any time during the month, you will be charged a \$20 fee.
- d. Please see the section entitled “All Accounts on Which Checks Can Be Written” for terms governing check writing against this account.

## **7. Joint Account Agreement:**

If you open a joint account:

- a. The Credit Union is authorized to recognize any signature subscribed on the Account Agreement in the transaction of any business on any account subject to this Agreement.
- b. If you are a joint owner of this account, you agree with all other owners and with the Credit Union that all sums now or hereafter paid to your credit in any account subject to this Agreement, together with all accumulations thereon, are and shall be owned by you as joint tenants with a common law right of survivorship and not as tenants in common, and that all such amounts shall be subject to withdrawal by either or any of you, or payment to any of you, and that any of you may terminate the rights in any such account of any other joint owner by the removal of any other joint owner’s name from the account. You also agree that any joint owner may make changes to the notice preferences and overdraft features of the joint account. The Credit Union may make payment to any joint owner or to the survivor or survivors of any joint owner, and any such payment shall discharge the Credit Union from any liability for such payments.
- c. The right or authority of the Credit Union under this Agreement shall not be changed or terminated by any joint owner except by written or electronic notice (in a manner determined by the Credit Union) to the Credit Union, and termination shall not affect transactions theretofore made.

## **8. Custodial Account:**

- a. The Credit Union is hereby authorized to recognize the signature of the Custodian, subscribed on the Custodial Account signature card in the payment of funds or the transaction of any business for the account.
- b. If a successor custodian is designated and signs on the Custodial Account signature card, the Credit Union is hereby authorized to treat the successor custodian in all respects in the event the original custodian is not eligible, renounces or dies before the minor attains the age of twenty-one (21) years.
- c. Neither the custodian nor the beneficiary may pledge the account as collateral to secure a loan or loans.
- d. The Custodial Account is governed by the North Carolina Uniform Transfers to Minors Act, Article 12, Sections 33A-1 through 33A-24 of the General Statutes of North Carolina.

## **9. Vacation Club Account:**

During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours by means of preauthorized or automatic transfer or telephonic order or instruction (including 24-hour account access).

## **10. Christmas Club Account:**

On November 1 of each year, the Credit Union will transfer all funds to your Checking account, or Savings if you have no Checking. Additional withdrawals may be made from the account using online banking, RSVP or when speaking with a representative. During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours by means of preauthorized or automatic transfer or telephonic order or instruction (including 24-hour account access).

## **11. Systematic Savings Club Account (Rainy Day or Save Your Way):**

- a. The Systematic Savings Club Account is a savings plan. The following services are required to open this account:

1. online banking or RSVP phone teller, and
2. a Truliant checking account

A Systematic Savings Club Account may not be used as overdraft for any other share account.

- b. For Rainy Day Accounts, each day at a specified time, an electronic funds transfer from your checking account to your Rainy Day Account will occur. The funds transfer will consist only of the portion of your balance “right of the decimal” with the maximum transfer amount being \$0.99 and the minimum transfer amount \$0.
- c. For Save Your Way Accounts, the funds transfer will consist of the portion of your balance specified by you. The minimum daily transfer amount being \$1.99 to a maximum of \$20.
- d. During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours by means of preauthorized or

automatic transfer or telephonic order or instruction (including 24-hour account access).

## 12. Certificate Accounts: Individual Retirement Account (IRA) or Regular

- a. The annual percentage yield disclosed in the rate insert assumes dividends remain on account until maturity and withdrawal will reduce earnings.
- b. A substantial penalty is imposed if the certificate funds other than dividends are withdrawn prior to the original or renewal maturity hereof.
- c. Penalties for Early Withdrawal:  
If the early withdrawal reduces the principal amount of the certificate below the minimum amount required, the certificate will be canceled. In all cases of early withdrawal, a penalty will be imposed equal to the dividends on the principal withdrawn for the lesser of  
1) the number of days since opening or renewal, or  
2) the number of days penalty according to the following chart:

If the term is:	Penalty
7 days to 1 year	90 days
1 year to 4 years	180 days
4 years or greater	365 days

- d. The amount withdrawn will not be considered in the calculation of any future dividends. In any case of withdrawal of principal prior to the maturity date, if the dividends available at the time of withdrawal are not sufficient to cover the applicable penalty, the Credit Union will deduct from the principal an amount sufficient to cover the applicable penalty.
- e. Your certificate account will automatically renew into a certificate of like term and maturity. You WILL have a grace period of 7 days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

## 13. Select IRA Money Market Account

- a. Please see Select Money Market Account terms for an explanation of dividend payments and fees on this account.
- b. This account cannot otherwise be transferred, assigned, pledged or used as loan collateral.

## 14. IRA Savings Account:

- a. Please see the Savings Account terms for an explanation of dividend payments on this account.
- b. No penalty will be assessed for the internal transfer of funds from this IRA account to another IRA account offered by this Credit Union.
- c. No penalty will be assessed for the direct transfer of funds from this IRA account to an IRA account at another financial institution.
- d. This account cannot otherwise be transferred, assigned, pledged or used as loan collateral.
- e. No regularly scheduled fees apply to this account.



## FEES AND SERVICE CHARGES

### **All Accounts:**

Transfer/withdrawal by phone (excluding 24-hour account access)	\$2.00/call
Statement copies (duplicates)	\$2.00/statement
Official check, payable to third party	\$2.00/check
Deposit item returned unpaid	\$10.00/item
Loan payment returned unpaid	\$29.00/item
Partial share fee (see acct. terms)	\$0-\$4.99
Wire transfer (outgoing)	\$20.00 (Domestic) \$35.00 (International)
Wire transfer (incoming)	No charge
Non-participation fee (see acct. terms)	\$10.00/month
Levy/Garnishment Processing	\$40.00/order
Abandoned property fee	\$25.00
Account Research	\$10.00/hour plus 3rd party costs
Service Center transactions	\$1.00/transaction

### **Savings Accounts:**

Excess withdrawals (more than 3 over the counter per month)	\$10.00/withdrawal
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### **All Accounts on Which Checks Can Be Written:**

Transfer fee (from any available funds to cover non-sufficient funds check or ACH draft)	\$2.00/transfer
Certified check	\$2.00/check
Stop payment fee	\$20.00/check
Check copies (over 12 per year)	\$1.50/check
Check printing charges	Prices may vary
Counter checks	\$.30/check

### **Monthly Service Fees:**

Truly Free Checking	\$0.00
Advantage Checking*	\$7.50
Investor's Money Market*	\$20.00
Select Money Market, Select IRA Money Market*	\$10.00
Select Plus Money Market*	\$15.00

*\*waived if minimum balance maintained*

### **Overdraft Fees:**

Overdrafts caused by any means including check, ATM, electronic or in person (as permitted by applicable law)	\$29.00/transaction or attempted transaction
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**Non-Sufficient Funds Fee:** \$29.00/transaction

### **Automated Teller Machine (ATM)/**

### **Debit Card Service:**

Annual fee	No charge
Lost or stolen card replacement	\$5.00/card
Additional cards (up to 3)	No charge
Truliant owned ATMs	No charge
VISA Debit transaction	No charge
Non-Truliant owned ATMs Withdrawal, POS withdrawal, Transfer or Inquiry	\$1.00/item

**YOUR ABILITY  
TO WITHDRAW FUNDS  
at all locations of**

# **Truliant Federal Credit Union**

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. When your funds become available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit in person directly to one of our employees 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. 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.

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 in person 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.

## **TRULIANT FEDERAL CREDIT UNION Electronic Fund Transfers Disclosure and Agreement**

In this agreement, the words "you" and "your" mean the person applying for the Electronic Fund Transfer ("EFT") service. "We" or "us" means Truliant Federal Credit Union. "24-hour account access" means the Credit Union's audio response system that allows transactions and inquiries by touch-tone telephone. The term "Transfer" as used herein refers to the transfer of funds between your accounts, and to the withdrawal of funds.

This agreement and disclosure applies to all ATM, Check and/or Debit Cards ("Card") issued by Truliant Federal Credit Union as well as 24-hour account access phone services and other preauthorized Electronic Fund Transfers to or from your accounts. This agreement does not apply to online banking, our Tru2Go application or other internet based services.

By applying for and being approved for your EFT service or using your Card, you accept these disclosures and agree to the following terms, which supplement the agreements applicable to your accounts.

- 1. LIABILITY FOR UNAUTHORIZED TRANSFERS OR WITHDRAWALS.** Tell us AT ONCE if you believe your Card has been lost or stolen, or has been used without your permission, or if you believe knowledge of your Personal Identification Number ("PIN") has been acquired by an unauthorized person. Telephoning is the best way of keeping your possible losses down.

If your Card has been lost or stolen or knowledge of your PIN is acquired by an unauthorized person, or if someone used your Card without your permission - and you tell us within two business days thereafter, you can lose no more than \$50.

If you do not tell us of such occurrence within two business days after the happening of such occurrence, and we can prove we could have prevented the unauthorized use of such Card had you told us of such loss, theft, or other event, you can lose as much as \$500. For transactions through the VISA network, if you are not grossly negligent in handling your account, you will lose nothing for unauthorized use of your Card.

Also, if your statement shows Transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or electronically sent to you, you may not get back any money you lost after the 60 days if we can establish that the loss would not have occurred but for your failure to notify us within the 60-day period.

If you are delayed in notifying us because of extenuating circumstances, such as extended travel or hospitalization, any time period stated shall be extended to a reasonable time.

2. **TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED.** If you believe your Card has been lost or stolen, that knowledge of your PIN has been acquired by an unauthorized person, or that someone has used your Card or may use it to Transfer money from any of your accounts without your permission, call us at your local number or 800-822-0382. Or write to us at the following address: Truliant Federal Credit Union, Attention EFT, P.O. Box 26000, Winston-Salem, North Carolina 27114-6000.

3. **BUSINESS DAYS AND HOURS.**

Our business days are Monday through Friday. Holidays are not included.

Our business hours are 8:00 a.m. through 5:00 p.m., Eastern Time.

4. **TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON SUCH TRANSACTIONS**

A. Account Access. You may use your Card to:

- (1) Make balance inquiries and withdraw cash from your savings account or your checking account;
- (2) Transfer funds between your savings account and your checking account, but not to or from any account of another member; and
- (3) Purchase goods and services at participating merchants by debiting your account (Debit Card only).

B. You may use 24-hour account access to:

- (1) Obtain current balance information for asset and loan accounts;
- (2) Make Transfers from asset accounts (except IRA accounts) and loan accounts, subject to applicable contract terms or regulations limiting Transfers from certain accounts;
- (3) Withdraw money (by check sent to your home address) from asset accounts and loan accounts, up to balance and credit limits;
- (4) Make other account inquiries such as: recent transactions, clearance of a check, check amount, loan payment amounts, and year to date dividends;
- (5) Perform Transfers to and from other member accounts when the appropriate authorization has been obtained from the Credit Union;
- (6) Change your PIN for 24-hour account access.

C. You may use other preauthorized Electronic Fund Transfers to make Transfers to and from your savings and checking account.

- D. **Limitations on frequency of withdrawals and Transfers.** There is no limit on the dollar amount that you can Transfer between the accounts, nor on the number of such Transfers between your accounts. There is no limit on the number of times you may use 24-hour account access; however, we (1) may set limits on the total dollar amount of any one transaction; (2) may set limits on the length of time for each 24-hour account access phone call; (3) have the right to check and authorize each transaction before it becomes final; and (4) may limit the number of transactions in certain accounts as required by law.
  - E. **Limitations on dollar amounts of withdrawals using your Card.** You may use your Card at an ATM to withdraw up to, but not in excess of, \$500 per day from all of your accounts combined. Lower cash withdrawal limits may be set by the financial institution which operates the ATM machine that is being used. Point of sale purchases using the VISA network are limited to \$15,000 per day.
5. **CHARGES.** There is no charge for use of 24-hour account access or preauthorized Electronic Fund Transfers.
- A. To use your Card, your account may be charged \$1 per financial transaction. (Financial transaction is any withdrawal, POS withdrawal, Transfer or inquiry.) In the event your Card is lost or stolen, it may be replaced at a cost of \$5 per Card. There is no annual fee to maintain the use of a Card. The Credit Union reserves the right to modify this fee policy upon notification of Cardholders.
  - B. Notice - An automated teller machine operator or any national, regional, or local network utilized to affect a transaction may charge a fee for transactions at automated teller machines not operated by us.
6. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your accounts or the Transfers you make: (1) Where it is necessary for completing Transfers, or (2) In order to verify the existence and condition of any of your accounts for a third party, such as a credit bureau or merchant, or (3) In order to comply with government agency or court orders, or (4) If you give us your written permission.
7. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.**
- A. **Terminal Transfers.** At the time that you make any Transfer through an ATM or other point of sale terminal to or from one of your accounts, you are entitled to receive an acknowledgment of the transaction.
  - B. **Preauthorized Credits.** If you have arranged to have direct deposit made to your savings account or your checking account at least every 60 days from the same person or company, you can call us at your local number or 800-822-0382 to find out whether or not the deposit has been made.
  - C. **Periodic Statements.** You will receive a monthly or quarterly account statement.

**8. RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS, PROCEDURE FOR DOING SO, RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, AND FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT.**

- A. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at your local number or 800-822-0382, or write us at Truliant Federal Credit Union, Attention EFT, P.O. Box 26000, Winston-Salem, North Carolina 27114-6000, 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 your call.
- B. Notice of varying amounts. If your regular preauthorized payments vary in amount, the person you are going to pay should tell you, 10 days before each payment, when the payment will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- C. Liability for failure to stop payment of preauthorized Transfer. If you order us to stop one of your preauthorized payments three business days or more before the Transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- D. Stop payment fee. A fee of \$20 will be charged to your account for each stop payment which you request.

**9. FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.**

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

- If, through no fault of ours, you do not have enough money to make the Transfer;
- If the Transfer would go over the credit limit on your overdraft line;
- If the ATM where you are making the Transfer does not have enough cash;
- If the ATM, 24-hour account access or other network system is not working properly and you knew about the breakdown when you started the Transfer;
- If circumstances beyond our control (including, but not limited to, fire or flood) prevent any Transfer, despite reasonable precautions that we have taken; or
- If access to your account has been blocked by operation of law or by us for breach of other agreements with us, if you have reported your Card lost or stolen, if your savings account or your checking account has been set off by us.

There may be other exceptions not covered or stated.

**10. CANCELLATION AND CHANGE OF TERMS.**

Either party may cancel any one of these EFT agreements at any time by notification to the other. Upon cancellation of any Card service you shall surrender all Cards to us. We may change the terms of this agreement at any time upon thirty (30) days written notice mailed to you at the address then current on our records. If you use your Card or other Electronic Fund Transfer service after the effective date of the change, you will be bound by the new terms.

**11. COMMITMENT NOT TO OVERDRAW.**

You agree not to withdraw funds from any account which would reduce the balance in the account below zero or such greater amount as may have been pledged to use as security. If, through error, excess funds are withdrawn, you agree to restore your account to the agreed level, and to pay our reasonable attorney fees in collecting any amount due from you. In the event that an EFT transaction is returned to the originator due to insufficient funds, which the originator could attempt more than once, then your account will be charged a non-sufficient funds fee per attempt relating to the same or different returned item. The fee assessed will be the fee in effect at the time of the returned item (\$29).

**12. FOREIGN TRANSACTIONS.**

To the extent that you have used your VISA card to purchase goods or services, or obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which occurred initially in a different currency. Currently, VISA U.S.A. regulations provide that the exchange rate is either (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or (2) the government-mandated rate in effect for the applicable central processing date. VISA U.S.A. charges an International Service Assessment (ISA) fee of 1% which will be applied to each international transaction when foreign currency is converted. The ISA will appear as a separate transaction on your statement.

**13. ILLEGAL TRANSACTIONS PROHIBITED.**

You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law.

**14. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:**

**Telephone us at your local number or 800-822-0382  
or write us at**

**Truliant Federal Credit Union  
Attention EFT  
P.O. Box 26000**

**Winston-Salem, North Carolina 27114-6000**

You must notify us as soon as you can if you think your statement or receipt is wrong or if you need more information about a Transfer listed on the statement or receipt. We must hear from you no later than 60 days after

we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or 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.
- (3) Tell us the dollar amount of the suspected error.

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

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



<b>FACTS</b>		<b>WHAT DOES TRULIANT FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and account transactions</li> <li>• Credit history and payment history</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>		
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business as permitted by law. In the section below, we list the reasons financial companies can share their members' personal information, the reasons Truliant chooses to share and whether you can limit this sharing.		
<b>Reasons we can share your personal information</b>	<b>Does Truliant share?</b>	<b>Can you limit this sharing?</b>	
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No	
<b>For joint marketing with other financial companies –</b>	Yes	No	
<b>For our affiliates' everyday business purposes –</b> information about your Truliant transactions and experiences	Yes	No	
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share	
<b>For nonaffiliates to market to you –</b>	No	We don't share	
<b>Questions?</b>	Call 1-800-822-0382		

Who we are	
Who is providing this notice?	Truiliant Federal Credit Union (Truiliant) and its service organization, Truiliances, LLC.
What we do	
How does Truiliant 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 Truiliant collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliate is Truiliances, LLC.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Truiliant does not share with nonaffiliates so they can market to you.</i></li> </ul>
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"> <li>• <i>Our joint marketing partners include insurance companies and financial services companies.</i></li> </ul>
Other Important Information	
<p>The above privacy policy complies with United States law. Members residing outside the U.S. enjoy the same privacy protections described in this policy with additional terms for members in the European Union as follows: <b>We do not advertise, monitor or process personal information to or for our members in the European Union as defined by the General Data Protection Regulation. In the event of unauthorized access, we will promptly notify you with relevant information.</b></p>	



## How To Reach Us

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Burlington.....	336.664.1955
Charlotte .....	704.522.1955
Greensboro/High Point .....	336.664.1955
Winston-Salem/Kernersville .....	336.659.1955
Other Areas .....	800.822.0382
Internet .....	Truliant.org

