

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.

A) TRULIANT FEDERAL CREDIT UNION ACCOUNT AGREEMENT AND TRUTH IN SAVINGS DISCLOSURES

This Agreement sets forth terms and conditions applicable to any and all of your accounts at Truliant Federal Credit Union (the "Credit Union") as of February 15, 2023 that are identified in Sections A) 2 through 14 of this Agreement (each applicable account, an "Account"). These terms and conditions constitute or supplement your Account agreement for each Account you have with Truliant Federal 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.

The provisions in Section A) 1 of this Agreement are applicable to all Accounts covered by this Agreement. The provisions in each of the remaining sections of this Agreement only apply to the specific types of Accounts that they address. Please note that we offer a number of different products and services to our members besides the Accounts covered in this Agreement. This Agreement does not apply to those different products and services.

1. Provisions Applicable to All Accounts Covered By this Agreement:

- 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 or management 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 any 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 Agreement 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 an 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 any further provisions of the joint Account agreement as well as 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. 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 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. Rate sheets

identify dividend rates based on account balances and will not reflect minimum balance requirements that need to be maintained to avoid fees.

- o. Non-participation fee – For 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 debit card 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 consecutive months will be absorbed as a fee, and all of 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 \$65 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. All members have a membership savings Account with a \$5 membership fee. If your only Account with us is a membership savings Account and you have had no activity in any 12 month period and the balance is \$100 or less in the Account, we will close the Account for non-participation. If you have had no activity in any 12 month period in any checking, additional 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 Fees ("NSF Fees") – 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. Your Available Balance at the time transactions are posted and not when they are authorized may be used to determine when your Account is overdrawn. The following example illustrates how your Available Balance works: Assume your Current and Available Balance are both \$100, and you use your debit card at a restaurant for \$60. As a result, your Available Balance will be reduced by \$60 so your Available Balance is only \$40. Your Current Balance is still \$100 because your debit card transaction has not yet posted. Before the \$60 restaurant charge is sent to us for posting, a check that you wrote for \$50 is presented to Truliant for payment. Because you have only \$40 in your Available Balance, your Account will be overdrawn by \$10. Although you will not be charged any NSF Fees, depending on any overdraft plans you have, (discussed in Section A) 1(x)) you may be charged an overdraft plan fee associated with that overdraft plan, even though your Current Balance was \$100 before the check posted. Also, when the \$60 restaurant charge is presented to Truliant and posted to your Account, you may not have enough money in your Available Balance because of the posted check. Although you will not be charged any NSF Fees, depending on any overdraft plans you have, (discussed in Section A) 1(x)), you may be charged an overdraft plan fee associated with that overdraft plan for that transaction as well, even though your Available Balance was positive at the time it was authorized. 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. Items and transactions, including checks and electronic transactions/payments that are returned unpaid due to insufficient/non-sufficient ('NSF') funds in your Account, may be resubmitted one or more additional times for payment. There are no fees for any item that is returned unpaid due to insufficient/nonsufficient funds. Any overdraft plan fees you may incur due to insufficient/nonsufficient funds are discussed in Section A) 1(x). These overdraft plan fees are not NSF fees. 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. We may restrict Account services or close your Account due to mismanagement causing excessive returned items. As the Account owner, you are responsible 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, calling us at 1-800-822-0382 or visiting your local branch.

Please keep in mind the Available Balance may not reflect all outstanding or pending items.

- 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 whether you have insufficient funds to cover all transactions and whether any overdraft plans discussed in Section A) 1(x) are triggered. 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 three different ways:
1. We offer overdraft transfer services, such as a link to a savings account or line of credit which may be less expensive than our standard overdraft practices. There is a \$3 transfer fee for this service.
 2. **Balance Backup, our standard overdraft services which comes with your Checking Account**, 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 \$28 fee is charged for every non-sufficient fund item whether the item is paid.
 3. **Balance Backup Plus will extend overdraft** protection to cover 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 \$28 per transaction that overdraws your Account. You must opt-in to this service and 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 \$28 fee may appear as “Overdraft Charge”

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 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. 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.

y. **BINDING ARBITRATION AND CLASS ACTION WAIVER –**

THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU IF YOU ARE COVERED BY THE FEDERAL MILITARY LENDING ACT EITHER AS A MEMBER OF THE ARMED FORCES OR AS A DEPENDENT OF SUCH MEMBER. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DESCRIBED BELOW.

If you do not opt out and a Claim (as defined below) is arbitrated, neither you nor we will have the right to: 1) have a court or a jury decide the Claim; 2) engage in information-gathering (discovery) to the same extent as in court; 3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or 4) unless all parties agree in writing, join or consolidate a Claim with claims of any other person or entity.

1. This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving a dispute in front of one or more neutral persons (each an “arbitrator”) instead of resolving the dispute through a court trial in front of a judge or a jury. Arbitration proceedings are private and less formal than court trials. Arbitration can be quicker and more cost efficient than court at resolving disputes. In an arbitration, the arbitrator (or arbitrators) will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. Courts rarely overturn arbitration decisions.
2. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16 (the “FAA”) and not by any state arbitration law.
3. **If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable Account(s) for which you wish to opt out, and includes a signed statement that you opt out of the Arbitration Provision. Any written opt-out notice must be signed by you and sent to us by mail (not electronically) at: Truliant Federal Credit Union, Attn: Deposit Account**

Administration, P.O. Box 26000, Winston-Salem, NC 27114-6000. You should retain a copy of your opt-out notice and evidence of mailing it. Any opt-out notice is effective only if it complies with the above requirements and: i) is postmarked within 30 days after the date you first received this Agreement. If you do opt out of this Arbitration Provision, this decision will have no adverse effect on your relationship with us and it will not affect any other terms and conditions applicable to your Accounts, including this Agreement.

4. The above paragraph states the only ways you can opt out of the Arbitration Provision and if you do not opt-out, this Arbitration Provision will be effective as of the date you first received this Agreement. If an Account is jointly owned, one owner's rejection of this Arbitration Provision will be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you have more than one Account with us, and wish to opt out of the Arbitration Provision for some but not all of your Accounts, and are still within the time period for opting out of the Arbitration Provision for said Accounts, please include in your written opt-out notice each Account for which you wish to opt out of the Arbitration Provision. In all other circumstances, your decision to opt out of the Arbitration Provision applies to all of your Accounts. Please note that we offer a number of different products and services to our members besides the Accounts covered in this Agreement. Therefore, if you opt out of arbitration under this Agreement, that decision will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us that are not covered by this Agreement; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a credit card with us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to that credit card.
5. Disputes Subject to Arbitration: You or we may elect to have "Claims" arbitrated rather than resolved in court. The term "Claim" means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your Account(s) subject to this Agreement. "Claim" has the broadest reasonable meaning and includes, without limitation the following arising out of or related to your Account: (a) initial claims, counterclaims, cross-claims and third-party; (b) disputes related or based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (c) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (d) disputes concerning your application or other information you gave us before opening your Account(s); (e) disputes concerning any Account(s) you previously had with us; (f) disputes arising

from or related to products or services provided by or purchased or obtained from us in connection with your Account(s); (g) disputes arising from or related to any transactions in connection with your Account(s); (h) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Account(s); (i) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (j) disputes concerning your Account disclosures, finance charges, late charges, purchases, payments, insurance, security, collections, default, credit transactions, fees, cash advances, balance transfers, overdraft charges, foreign currency conversions, repossession or the collection of monies owed and the manner of collection; and (k) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

6. Disputes or Claims Not Subject to Arbitration: Notwithstanding the foregoing, the following disputes or Claims are not required to be arbitrated: (a) disputes or Claims that are within the jurisdiction of a small claims court (or an equivalent court), so long as the Claims remain in small claims court and advance only on an individual (not-class action, non-representative) claim for relief. You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute or Claim should be decided by a small claims court. However, if the dispute or Claim is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute or Claim must, if you or we choose, be resolved by arbitration subject to this Agreement; and (b) disputes or Claims about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute, Claim, or argument that concerns the validity or enforceability of your Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision does not prohibit you or us, at any time, from (aa) exercising any lawful rights outside of arbitration to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an Account, recoupment, repossession, replevin or trustee's sales; (bb) obtaining provisional or ancillary remedies or injunctive relief in court and outside of arbitration (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (cc) bringing an individual action

- in court and outside of arbitration that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.
7. **Starting or Electing Arbitration:** You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen and agreed to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.
 8. **The Administrator:** Any arbitration under this Arbitration Provision will be administered under the rules of the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org. You can obtain a copy of the AAA's rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge.
 9. **Jury Trial Waiver: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**
 10. **Class Action Waiver: ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (B) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.** An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.
 11. **Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and

administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, your Agreement or the administrator's rules.

12. **Law Applied by the Arbitrator:** North Carolina and federal law shall apply as stated in the above Governing Law Provision. The arbitrator must apply this law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.
13. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.
14. **Arbitration Award and Right of Appeal:** At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The appeal panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.
15. **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (A) the repayment of amounts owed under your Account terms, including this Agreement;

(B) any legal proceeding; (C) any sale, assignment or transfer of your Account(s); (D) any bankruptcy to the extent consistent with applicable bankruptcy law; (E) any default, breach or repossession; (F) any termination, cancellation, closure, suspension or non-renewal of your Account(s), including this Agreement; and (G) any termination, amendment, expiration or performance of any transaction between you and us. If there is any inconsistency between this Arbitration Provision, on the one hand, and any other terms in any of your Accounts, on the other hand, this Arbitration Provision shall control with respect to any Claim as that term is defined in Section D of this Arbitration Provision. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.

16. **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (A) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (B) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

z. NIGHT DEPOSITORY SERVICE DISCLOSURE

Truliant Federal Credit Union (“Credit Union”) offers night depository services under these terms and conditions in this 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 or other 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** - You assume any and all risks arising out of or incidental to the use of the night depository services. You acknowledge 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. You shall place all envelopes and/or sealed bag(s) in the night depository facility. You shall take all action necessary to ensure the envelope(s) and/or sealed bag(s) are properly placed in the appropriate receptacle. You shall make sure envelopes are filled out correctly upon deposit. You 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 you. If Credit Union finds evidence that a bag has been tampered with Credit Union will contact you to inform you 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 you or any employee or agent of yours resulting from your (or your 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, you 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 your 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 you which results from such action.

- aa. **Setoff and Security Interest.** If you ever owe us money as a borrower, guarantor or otherwise, and it becomes due, we have the right under the law (called "setoff") and under the terms of this Agreement to use money from your Accounts to pay the debt. Under this Agreement,

you grant us a security interest in your Accounts to use money from your Accounts, except where prohibited by law, to pay a debt you owe to us that has become due. We may use such funds (the “**Collectible Funds**”) to pay the debt you owe to us even if withdrawal results in a dividend penalty or dishonor of checks. In the case of a joint Account, each joint Account owner authorizes us to exercise setoff rights on all Collectible Funds in the joint Account, even if only one, or less than all, of the joint owners is the debtor to us; these rights exist irrespective of who contributes funds to the joint Account. Similarly, each joint owner of a Joint Account agrees that we may use the Collectible Funds in any of their individual Accounts to satisfy obligations in the joint Account or joint obligations shared by both joint owners. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. However, the right of setoff and security interest shall 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.

2. Savings Accounts:

- a. Savings Accounts are tiered rate Accounts. A tiered rate Account pays different dividend rates based on specified balance levels. Rate sheets may be obtained by visiting your local branch, on our website or by calling (800) 822-0382. Rate sheets identify dividend rates based on account balances and will not reflect minimum balance requirements that need to be maintained to avoid fees. 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. A non-interest bearing savings account, Simply Savings, is available upon request.
- 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 under the terms of the Account, including 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 membership share in this Credit Union is \$5. To establish membership in the Credit Union, a membership savings Account is required with a minimum opening balance of \$5. There may be additional minimum balances required, in addition to the membership share, for other Credit Union accounts. Please see your membership savings Account requirements.
- e. If your membership savings Account goes below the \$5 minimum balance, the Credit Union, at any time, may use any funds available in any other accounts with the Credit Union and 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 Accounts (Truly Free, Advantage, Senior Advantage, Launch or Simply Checking):

- 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, Launch Checking, Simply 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.
- d. Launch Checking has limited services and is provided to help build positive account history to those that would otherwise not qualify for traditional checking account products. This is a non-interest bearing Account.
- e. Simply Checking is a non-interest bearing Account and is available upon request.

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. The dividend rate on these tiered 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. The minimum balance to open a Select Plus Money Market is \$100,000. Rate sheets may be obtained by visiting your local branch, on our website or by calling (800) 822-0382. Rate sheets identify dividend rates based on account balances and will not reflect minimum balance requirements that need to be maintained to avoid fees.

- 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 from your Investor's Money Market Account 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.
- 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 applicable Account Agreement in the transaction of any business on the joint Account.
- 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:

No limit on withdrawals for loan payments, online banking transfers or over the counter withdrawals (\$10 excessive withdrawal fee after 3 over-the-counter withdrawals per month). ATM withdrawal limit of \$505 total per day, no frequency limit.

10. Christmas Club Account:

On November 1 of each year, the Credit Union will transfer all funds to your checking Account, or membership savings Account if you have no checking Account. Additional withdrawals may be made from the Account using online banking, RSVP or when speaking with a representative. No limit on withdrawals for loan payments, online banking transfers or over the counter withdrawals (\$10 excessive withdrawal fee after 3 over-the-counter withdrawals per month). ATM withdrawal limit of \$505 total per day, no frequency limit.

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 AccountA 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. No limit on withdrawals for loan payments, online banking transfers or over-the-counter withdrawals (\$10 excessive withdrawal fee after 3 over-the-counter withdrawals per month). ATM withdrawal limit of \$505 total per day, no frequency limit.

12. Share 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 share 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 share certificate below the minimum amount required, the share 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
At least 7 days but less than 12 months	90 days
At least 12 months but less than 48 months	180 days
48 months or longer	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 share certificate Account will automatically renew into a share 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 and HSA Savings Account:

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

B) SCHEDULE OF 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	\$5.00/check
Deposit item returned unpaid	\$10.00/item
Loan payment returned unpaid	\$28.00/item
Partial share fee (see acct. terms)	\$0-\$4.99
Wire transfer (outgoing)	\$25.00 (Domestic) \$35.00 (International)
Wire transfer (incoming)	\$10.00
Non-participation fee (see acct. terms)	\$10.00/month
Escheatment Fee	\$40.00
Levy/Garnishment Processing	\$65.00/order
Abandoned property fee	\$40.00
Self-Service Loan Payment	\$7.00
Check by Phone	\$10.00
Account Research	\$25.00/hour (1 hour min) additional cost may apply
Service Center transactions	\$1.00/transaction

Savings Accounts:

Excess withdrawals (more than 3 over the counter per month)	\$10.00/withdrawal
Non-Member Notary Fee	\$5.00

All Accounts on Which Checks Can Be Written:

Transfer fee (from any available funds to cover non-sufficient funds check or ACH draft)	\$3.00/transfer
Stop payment fee	\$25.00/check
Check printing fee	Prices may vary

Monthly Service Fees:

Truly Free Checking	\$0.00
Advantage Checking*	\$7.50

*waived if minimum balance maintained

Overdraft Fees:

Overdrafts caused by any means including check, ATM, electronic or in person (as permitted by applicable law)	\$28.00/transaction or attempted transaction
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Automated Teller Machine (ATM)/

Debit Card Service:

Annual fee	No charge
Replacement card	\$15.00/card
Truliant owned ATMs	No charge
VISA Debit transaction	No charge
Non-Truliant owned ATMs Withdrawal, POS withdrawal, Transfer or Inquiry	\$2.00/item

C) 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, 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. 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 deposit 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 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.

D) 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. One time electronic fund transfers may include transfers initiated using information from a check written to a merchant.

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 \$2 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 \$15 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 \$25 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, you will not be charged Non Sufficient Fund or NSF Fees as confirmed in Section A, 1(v). However, you may incur fees imposed by the merchant that initially accepted the returned EFT transaction and depending on any overdraft plans you have, as discussed in Section A 1(x), you may be charged an overdraft plan fee associated with that overdraft plan for that transaction as well.

12. FOREIGN TRANSACTIONS.

To the extent that you have used your Truliant debit or credit card to purchase goods or services in-person or online, 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 because the merchant is using a non-US bank to process the transaction. 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.

TRULIANT FEDERAL CREDIT UNION PRIVACY POLICY

Rev. 08/18

FACTS		WHAT DOES TRULIANT FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<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"> • Social Security number and income • Account balances and Account transactions • Credit history and payment history <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>		
How?	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.		
Reasons we can share your personal information	Does Truliant share?	Can you limit this sharing?	
For our everyday business purposes – such as to process your transactions, maintain your Account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes – to offer our products and services to you	Yes	No	
For joint marketing with other financial companies –	Yes	No	
For our affiliates' everyday business purposes – information about your Truliant transactions and experiences	Yes	No	
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share	
For nonaffiliates to market to you –	No	We don't share	
Questions?	Call 1-800-822-0382		

Who we are	
Who is providing this notice?	Truliant Federal Credit Union (Truliant) and its service organization, Truliances, LLC.
What we do	
How does Truliant 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 Truliant collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an Account or deposit money • Pay your bills or apply for a loan • Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliate is Truliances, LLC., and its subsidiary Truliant Insurance Service, LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Truliant does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance companies and financial services companies.</i>
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: 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.</p>	

How To Reach Us

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

