
Personal Account Agreement and Disclosures

Effective August 15, 2024



Better banking. Higher purpose.

P.O. Box 2400
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Call Center Hours	6:30 a.m. - 4:30 p.m. (PT)

After hours, please leave a detailed message of how we can reach you worldwide.



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration (NCUA), a U.S. Government Agency.

Personal Account Agreement and Disclosures

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Welcome to AdelFi

MEMBERSHIP

Prior to opening an account with Adelfi, an individual must qualify and be approved for membership. You must be and remain a member in good standing to maintain any account. A non-refundable membership fee is required to join the credit union. Once a member, you have six (6) months to establish a qualifying account relationship. Your membership will become inactive if you have not maintained a qualifying relationship for any six (6) month period and may be subject to a reactivation fee. Inactive memberships are subject to termination.

ACCOUNT AGREEMENT

Upon completion of and delivering to Adelfi the appropriate documentation, forms, or instructions in such form acceptable to us (Adelfi Documents), this **Personal Account Agreement and Disclosure**, the **Personal Account Information and Fee Schedule**, **Dividend Rate Schedule**, and other documents that you receive represent our agreement with you. By completing and delivering to us the appropriate Adelfi Documents and maintaining your account, and each time you add new accounts or services in the future, you acknowledge that you understand and agree to these terms and any amendments we may make to them in the future. The agreement(s) you make with us, and the rights and obligations we both have, are governed by and interpreted according to California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law shall not be applied if that would result in the application of non-California law. Please read these documents carefully and keep them for your records.

In this **Personal Account Agreement and Disclosure** ("Agreement"), the words "you" and "your" refer to the owners and authorized signers of an account; "we," "us," "our," and "credit union" refer to Adelfi Credit Union (Adelfi). With the exception of exercising your membership rights and unless otherwise expressly agreed in writing, our relationship with you shall be that of debtor and creditor, and no fiduciary, quasi-fiduciary, or other special relationship exists between you and us as long as you have an active membership.

ACCOUNT OWNERSHIP

You must clearly indicate, on your Adelfi Documents, the exact vesting you desire for your account. You may wish to consult with an attorney and/or tax advisor before deciding which form of vesting is best for you. Title, ownership, account access, and beneficiary designation will be determined by the documentation you have completed and filed with us. If you want to change your account in any way, you must properly complete the Adelfi Documents that we require, which shall not be effective until received by us at the address indicated by the forms, and we have had a reasonable opportunity to act on such forms. You agree that we are authorized to rely solely on the most current documentation we have in our possession. You agree to indemnify us and to hold us harmless from any and all liability due to our reliance on such documentation. For personal accounts, if more than one (1) person signs on the signature card, all accounts are held in joint tenancy with right of survivorship, unless you specify another type of ownership. If there is more than one (1) owner named on an account, all owners agree that all sums now paid in or hereafter paid in by any one (1) owner including dividends, if any, are and shall be owned by all account owners jointly and equally, regardless of their net contributions with right of survivorship, and shall be subject to withdrawal or receipt by any one (1) account owner(s) or any of the surviving account owner(s). Any such payment shall be valid and shall discharge Adelfi from any liability. We are not obligated to inquire as to the source of funds deposited to a joint account or as to the proposed

use of funds withdrawn from a joint account for the purpose of establishing net contributions. We consider any account that names a beneficiary a Payable-on-Death account. This account is the owner's personal account while the owner(s) is living. After the last owner dies, the funds belong to the beneficiary of the last surviving owner. You may name separate beneficiaries on each of the accounts opened upon completion of the required Adelfi documents.

Joint Tenancy Joint tenancy means that you and one (1) or more person(s) sign on the account and own it together. Each of you has the right of survivorship; if one (1) owner dies, ownership of the account and all funds then belong to the surviving owner(s). A right of survivorship arising from a joint tenancy account cannot be changed by will.

"In Trust" or "Payable-On-Death" Accounts If you open an individual or joint trustee account "in trust" for someone else (and there is no trust document) or you designate it as a Payable-On-Death Account, the account will pass to the beneficiary named on the signature card upon the death of the last surviving account owner. If there is more than one (1) beneficiary, each will receive an equal share of the funds unless you have given us other specific written instructions. During your lifetime, you may exercise full control over the account and may make deposits to and withdrawals from the account.

Documented Trust Accounts If you are a trustee and want to establish an account in connection with a written trust, we may require you to provide us with a notarized trust certification, confirming your power as trustee, prior to opening the account. We are not required to know, understand, interpret, or enforce the terms of any trust document, even if a trust document is provided to us.

Uniform Transfer to Minors Act Accounts This account is utilized when transfers of property to a minor, supervised by an adult, (usually a parent acting as a custodian) are made. Transfers to minors must be irrevocable and are taxed to the minor. The custodianship ends when the child reaches legal age. During the period of the custodianship, the custodian is the only owner who is authorized to make withdrawals from the account. We are not required to administer or supervise the activity on this account. Note: California law permits only one (1) custodian and only one (1) minor for each account.

Court-Appointed Personal Fiduciary Accounts Persons under legal incapacity (e.g., minors or adjudicated incompetents) may have a court-appointed or attorney-appointed fiduciary (e.g., custodian, guardian, or representative payee) to receive and manage funds on their behalf. Only the fiduciary may transact business on the account, and the funds should only be used for the benefit of the person who is under the incapacity. We are not required to administer or supervise the activity on this account.

Estate Accounts If you have been appointed to act as executor or administrator of an estate, we will require Letters Testamentary or Letters of Administration to open an estate account. For smaller estates, when a decedent's personal property does not exceed an established dollar value, a party in interest may obtain the property without a formal probate process under California law. Contact your legal counsel for additional information regarding smaller estates.

Arbitration Agreement We and you agree to attempt to informally settle any disputes concerning your Accounts or the Services described under this Agreement and Disclosure. If that cannot be done, we and you agree that any dispute concerning your Accounts, or the Services described hereunder and arising out of or relating to this Agreement and Disclosure will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related disputes. You, thus, GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement and

Disclosure or at law or in equity (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). FURTHER, YOU GIVE UP YOUR RIGHT TO ASSERT CLAIMS AGAINST THE CREDIT UNION ON A CLASS ACTION OR COLLECTIVE ARBITRATION BASIS. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Orange County, California. FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement.

CHANGES IN TERMS/NOTICES

We may change the terms and conditions discussed in this Agreement at any time by adding, deleting, or amending terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services.

We will inform you of changes affecting your rights and obligations either electronically or by mailing you a notice at the address we currently show for your account. For accounts with more than one (1) owner, notices we send are binding on all owners. We will generally notify you before the effective date of the change. However, unless a different time is stated in the notice, the changes will be effective immediately. Where required by law, we shall send you a notice at least thirty (30) days before the effective date of the change(s). We may include a notice with or on your statement. If you continue to maintain your account or you continue to use the service affected by the change after the effective date of a change, you are thereby indicating your agreement to be bound by the change. If you do not agree to a change, you must close your account(s) or discontinue your use of the service. If notices we send to you are returned to us, we may destroy them. If a notice is returned to us, the change contained in the notice is still effective.

DEPOSIT INSURANCE

Funds in your share accounts at Adelfi are federally insured up to \$250,000 by the National Credit Union Administration (NCUA). The Standard Maximum Share Insurance Amount (SMSIA) for a credit union member is defined in NCUA's Rules and Regulations, as \$250,000 and may be increased from time to time. Share accounts maintained in different rights or capacities, or forms of ownership, may each be separately insured up to the \$250,000 SMSIA, or in the case of certain retirement accounts, up to \$250,000. Thus, a member may hold or have an interest in more than one separately insured share account in the same insured credit union. Federally insured share accounts are backed by the full faith and credit of the United States Government. For additional information on insurance coverage, please contact us directly or contact the NCUA at www.ncua.gov.

DEFINITIONS

The following are some important concepts and terms that appear in this Agreement:

Annual Percentage Yield (APY) The percentage rate reflecting the total amount of dividends paid on the account, based on the dividend rate and frequency of compounding for a 365-day period.

Business Days Monday through Friday, excluding credit union holidays, or any day the Federal Reserve is open for business.

Beneficiary For the purpose of funds transfer, the person who receives the payment. For purposes of determining ownership of funds after all account

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owners die, the person(s) identified as the “beneficiary” under a formal trust instrument, the person(s) designated as the “pay on death payee” under a “Payable-on-Death” account, or any other person(s) designated as “beneficiary” on an account signature card.

Dividends Because we are a credit union and you are a member/owner of AdelFi, we pay dividends instead of interest.

Duplicate Presentation when the same check is presented for payment more than once regardless of whether the method is paper or an electronic image.

AdelFi Documents Any and all agreements executed by you, and any and all disclosures, and terms and conditions applicable or related to your membership and any account, product, or service requested, used, and/or received by you at any time, including but not limited to completion of the appropriate documentation, forms, or instructions received in such form acceptable to us, the **Personal Account Agreement and Disclosures**, **Dividend Rate Schedule**, and **Personal Account Information and Fee Schedule**.

Funds Transfer The process of carrying out payment orders that leads to paying a beneficiary.

Minimum Balance Lowest end-of-day balance. The end-of-day balance is the amount of funds on deposit after we finish processing that day's transactions.

Money Market Share Account Also can be called and referred to in this Agreement as a “money market account.”

New Account An account that has been opened for fewer than six (6) months.

Non-Interest-Bearing Transaction Account An account or deposit maintained at an insured credit union:

- To which interest/dividends are neither accrued nor paid;
- On which the account holder or depositor is permitted to make withdrawals by negotiable or transferable instrument, payment orders of withdrawal, telephone, or other electronic media transfers, or other similar items for the purpose of making payments or transfers to third parties or others; and
- On which the insured credit union does not have the right to require advance notice of intended withdrawals.

This definition of non-interest-bearing transaction account encompasses only traditional, non-interest-bearing demand deposit (checking or share draft) accounts that allow for an unlimited number of deposits and withdrawals at any time, whether held by a business, an individual, or other type of member.

Payment Order The instructions you give or we receive regarding a funds transfer.

Regular Share Account Also can be called and referred to in this Agreement as a “savings account.”

Share Certificate Also can be called and referred to in this Agreement as a “certificate account.”

Share Draft Also can be called and referred to in this Agreement as a “check.”

Share Draft Account Also can be called and referred to in this Agreement as a “checking account.”

ACCOUNT INFORMATION AND FEE SCHEDULE

A **Personal Account Information and Fee Schedule** associated with the accounts discussed in this Agreement is provided separately and is incorporated by this reference as if set forth in full.

DIVIDEND RATE SCHEDULE

A **Dividend Rate Schedule** for dividend-bearing accounts is provided separately and is incorporated by this reference as if set forth in full.

GENERAL TERMS

The following terms apply to your account(s).

ASSIGNMENT We may assign this Agreement or delegate our responsibilities hereunder to third parties at any time. If necessary, you will be notified of such assignment.

AUTHORIZED SIGNERS Authorized signatures for an account are noted on the account signature card. We do not offer accounts on which two or more signatures are required for a withdrawal or other instruction. If you indicate on your checks or other orders, that more than one signature is required, this indication is for your own internal purpose. You agree it is not binding on Adelfi.

AVAILABILITY OF FUNDS We generally make funds from your cash and/or check deposit available to you on the first business day after the day we receive your deposit. However, electronic direct deposits are available on the day we receive your deposit. The available funds may be withdrawn or used for payment of checks and other debits. When we determine the availability of your deposit, we consider every day a business day, except Saturday, Sunday, and credit union holidays, or any day the Federal Reserve is open for business. If you make a deposit before 5:00 p.m. Pacific Time (2:00 p.m. Pacific Time at non-proprietary ATMs and Shared Branch locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. Pacific Time (2:00 p.m. Pacific Time at non-proprietary ATMs and Shared Branch locations) or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Shared Branch locations are branches of other credit unions in the CU Service Center Network® that are not identified as our branches. Funds are generally available two (2) business days after the day you make your deposit at an ATM that we own or operate. All ATMs that we own or operate are identified as our machines. If you make a deposit at a contracted location prior to their cut-off time on a regular business day, we will consider that 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 fifth business day after the day of your deposit. The first \$300 of your deposits, however, may be available on the first business day after the day of deposit.

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 your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask 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 \$6,000 on one (1) day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six (6) months; or
- There is an emergency, such as a communications or computer equipment failure.

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 rules may apply during the first 30 days your account is open. Funds from deposits of cash, wire transfers, and the first \$6,000 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 \$6,000 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 \$6,000 will not be available until the second business day after the day of your deposit. We may delay funds from all other check deposits for up to eleven (11) business days.

Check Cashing

If we cash a check for you that is drawn on another financial institution, we may withhold availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Holds on Other Funds

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check you deposited.

CASH TRANSACTION REPORTING Federal law requires us to submit a Currency Transaction Report (CTR) to the Internal Revenue Service (IRS) for any cash transaction of more than \$10,000 on any one (1) day. We prepare the report when the transaction occurs. We are required to obtain certain information about the individual who conducts the transaction and the individual or organization for whom the transaction is being conducted. If you have any questions, contact your local IRS office.

Federal law requires you to report to the U.S. Customs Service the transportation of cash or monetary instruments of more than \$10,000 in or out of the United States. If you have any questions, contact the U.S. Customs Service.

CHECK LEGENDS If you have checks printed with legends or notations, such as “not valid after 60 days,” “not valid over \$1,000,” “two signatures required,” or if you cash or deposit items with such legends or notations, you agree that we may disregard these instructions. Our equipment cannot automatically process or review this information. If you cash or deposit an item or write a check with such legends or notations, you agree that it applies only between you and the payee or maker. The legend or notation will have no effect on us and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claims, damages, expenses, or alleged losses of any maker or payee involving such notations or legends, whether you are the maker or payee, or the funds are otherwise deposited into an account in which you have an interest. If you do not want us to pay a stale-dated check, you must place a stop payment on the check.

CHECK PROCESSING You understand and agree that we may use automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree that reasonable commercial standards do not require that we do so. Further, the credit union can disregard any instruction that purports to require more than one (1) signature on a check drawn against your account and that one (1) signature will be sufficient to authorize us to process the payment. Digital and electronic images are also considered “items” or “checks.”

CHECK STORAGE Cancelled checks (checks written off of your Adelfi account) are not returned. Instead, our regular practice is to store copies of cancelled checks and destroy the originals. Copies of the checks are available for seven (7) years from the date the checks are paid. You may access copies of checks for up to six (6) months from the date the check was paid, using online banking at no additional cost. Like a cancelled check, a copy (which may be a substitute check or image replacement document) should be acceptable as proof of payment and for other record-keeping purposes. To produce a physical copy of a cancelled check, we need the account number, check number, exact amount of the check, and date the check was paid. Generally, we mail or make a copy available within five (5) business days. Additional fees may apply.

CLOSING AN ACCOUNT You or we may close your checking, money market, or savings account at any time without advance notice. We may, however, require you to give us advance notice when you intend to close your account by withdrawing all your funds from a savings or money market account (see Notice of Withdrawal, page 4). You or we may close your certificate account at maturity without advance notice. This Agreement continues to govern matters related to your account even after your account closes.

DEATH, INCOMPETENCE, DISSOLUTION, OR DISPUTE You agree to notify us promptly if any owner on your account dies or is declared incompetent by a court of law. We may place a hold on your account and refuse to accept deposits or pay checks and electronic debits when an owner dies or is declared incompetent. We may retain funds in your account until we know the identity of the successor. You understand that if a depositor (e.g., a government agency) demands that we return any sums directly deposited to your account during the month of or after the death of any account holder on your account, we must honor such a demand and may debit your account for all amounts returned to the depositor. If the transaction creates an overdraft, you will be required to repay us.

DEPOSITS We may accept items payable to you for deposit to your account from any source without questioning the authority of the person making the deposit. We may endorse items for you that we receive for deposit but may require your personal endorsement prior to accepting an item. If you deposit an item which bears the endorsement of more than one (1) person or persons who are not known to us, we may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before we accept the item. We may charge any of your accounts for any item cashed or deposited by you which is lost, stolen, or destroyed in the collection process, or is returned to us at any time as unpaid for any reason. If we receive a deposit on a weekend, a holiday, or after closing on a business day, we may treat it as if we had received it on the next business day. If your deposit or payment is

not accompanied by instructions indicating how or where it is to be applied, we may credit it at our discretion to any account you maintain with us. We may credit a deposit or loan payment to your account on the day we receive it, even if the check is postdated. You understand and agree that all deposits are subject to verification and agree that if our count differs from yours, you agree that our figure will be the correct one.

DIRECT DEPOSIT With this service, we electronically deposit periodic payments, such as salary, pension, and Social Security benefits, or other regular monthly income into your checking, money market, or savings account. To determine if direct deposit service is available through your employer, contact your payroll or personnel department. If your employer offers this service, when you sign up, give the employer a voided check from your account. For direct deposit of pensions, annuities, and other regular monthly income, sign up with the payor. To sign up for direct deposit of your Social Security benefits, contact the Social Security Administration at 1.800.772.1213 or www.socialsecurity.gov or call us for a direct deposit sign-up form. You may also use this form to sign up for direct deposit of other federal government income.

DISCLOSING INFORMATION We may disclose information about your accounts to credit reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information. We also disclose information about your account to third parties:

- When it is necessary for completing transactions;
- To verify the existence and condition of your account for the third party, such as a credit bureau or merchant;
- To comply with a government agency, court order, or with request of a state or federal regulator;
- If you give us your permission; or
- As otherwise provided in our **Privacy Policy Disclosure**.

We may disclose information about your account to an account verification service if we close your account because of your unsatisfactory handling, fraud or attempted fraud, or criminal activity. Information we report usually includes your name, address, Taxpayer Identification Number (TIN), the date, and reason the account was closed. The account verification service may supply this information to others. For more information of the types of disclosures we may make about you and your accounts, please refer to our **Privacy Policy Disclosure**, which is hereby incorporated by this reference as if set forth in full.

DOCUMENT IMAGING You acknowledge and agree that we, at our option, may choose to create and retain electronic copies of your original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned or stored images of your records will have the same effect as the original records.

ELDER OR DEPENDENT ADULT FINANCIAL ABUSE You agree to hold Adelfi, its employees and Officers harmless from claims, and damages that arise out of or are related to any of the actions Adelfi takes when it suspects elder or dependent financial abuse. Actions may include but not be limited to:

Refusing to complete transactions;

Freeze accounts involved; and

Take any other actions that Adelfi deems appropriate under the circumstances in protection of the member and the credit union.

EMAIL SECURITY GUIDELINES If you request a transaction or send us instructions for an account using email, you authorize Adelfi to act on such request without regard to any instruction or agreement between us that may require more than one (1) signature to process a transaction. Confidentiality and security are of the utmost importance. Therefore, you agree not to send member number(s), street address number(s), account number(s), Visa credit card or Visa Gold check card number(s), or Taxpayer Identification Number (TIN) when electronically corresponding with Adelfi. We are not responsible for disclosure of this information or other confidential information which may be included in your email to us. If you think we need this information to respond to your email, you should contact us by telephone or in writing rather than by email. Identifying the product, service name, the last three digits of an Adelfi account number, or the last four digits of a Visa card or Social Security Number (SSN) should be sufficient for us to respond to or act on your request. Your email address will be cross-referenced at Adelfi to determine your account number(s).

You agree to provide us with your current email address, instructions from which Adelfi can rely upon as being authorized by you. You agree that any change to an email address, after identity verification, can be made in person, by phone, from a current email address on file, secure email, or by paper request. If Adelfi receives a request by email from an email address other than the current email address listed in our files, Adelfi will not process the request, and further access to your account(s) may be restricted.

Certain transactions may require verification and/or your signature before Adelfi can process the request. You agree that we may take a reasonable amount of time to act on any email we receive from you. Any information you receive from us in response to your email correspondence is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. Such information does not supersede and is not provided in lieu of your statements, receipts, or disclosures that we send you. We are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of information disseminated via email or any investment or other decision you make using this information.

Adelfi, at its discretion, may refuse to act on email requests without notice to you.

All correspondence to Adelfi must be written in the English language.

You indemnify and hold harmless Adelfi in the event of any of the following:

- Adelfi acts upon a request by someone not authorized to use your email address(es);
- Adelfi acts upon a request by someone you have given your email address to;
- Confidential information (e.g., name, account number, etc.) is captured in transit to or from Adelfi and used by unauthorized person(s); or
- Your email request is never received by Adelfi.

Adelfi is not responsible for delays in delivery of email messages to or from Adelfi. All Adelfi disclosures and fee schedules apply to all email and/or electronic transactions. Any transaction request that requires signature verification must be made in person, by mail, by fax or in a format agreed upon by both you and us.

Continued use of communication via email constitutes acceptance of the terms of these email security guidelines.

ENDORING CHECKS We restrict both how you endorse checks that you ask us to cash or deposit and what you may place or have preprinted on the back of checks. You may not endorse checks in the area that is 1 1/2 inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. You must also confine

Personal Account Agreement and Disclosures

- Treat your card like cash. Keep it in a safe place.
- Before you arrive at the ATM, have your card and transaction ready.
- If the ATM is not well-lit, or is obstructed from view, go to another ATM.
- Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- Do not count your money at the ATM. Put withdrawn cash away immediately before exiting the ATM.
- Take your ATM receipt with you and check against your monthly statement.
- If you authorize us to issue an ATM card or check card (or other access device) to another person, you authorize that person to, and anyone that person gives the check card, or ATM card, or PIN, to withdraw funds from any account that can be accessed by this device regardless of whether (i) you knew about or authorized the specific transaction(s) or the transaction(s) exceeded the amount you authorized or (ii) you authorized that person to give the check card or ATM card or PIN to another.
- Be mindful that transactions with the check card or ATM card are considered authorized until these cards are torn up or returned to us or you notify us that the person is no longer authorized and we cancel the card.

OUR LIABILITY If we do not complete an electronic transfer to or from your account on time, or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer;
- If a transfer would go over a limit on your line of credit;
- If an automatic teller machine, where you are making a transfer, does not have enough cash;
- If the teller machine, terminal, or electronic system being used was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as a fire, flood, or electrical failure) prevent the transaction, despite reasonable precautions that we have taken;
- If we, or the funds in your account, are subject to any legal process or dispute which we believe prohibits or restricts a transaction on your account, or if we believe it is necessary to restrict your account(s) for security reasons to protect you or us;
- If there are postal delays or processing delays by the payee;
- If the User Identification Number, Access Code, or other information you provided is incorrect or incomplete;
- If you fail to authorize a payment soon enough for the payment to be made, transmitted, received, or credited by the payee;
- If the transfer or payment could not be completed due to system unavailability or a telecommunication or Service Provider failure;
- If we block the transfer or payment to protect the integrity or security of the system;
- If your User Identification or Access Code has been reported lost or stolen and we have blocked the account(s);
- If we receive incorrect or incomplete information from a government agency, an automatic clearinghouse, or any other parties or entity; or
- If you are in default on an account on which you are attempting a transfer;
- Your ATM Card, VISA Check Card, VISA Credit Card, or check(s) has been reported lost or stolen, or your Card has expired, is damaged so that the terminal cannot read the encoding strip or chip, has not been activated, is inactive due to non-use, is retained by us at your request, or because your Card, PIN, or Access Code has been reported lost or stolen or repeatedly entered incorrectly;
- The transaction would exceed your line of credit or VISA credit card limit.

(There may be other exceptions not specifically mentioned here.)

ELECTRONIC CHECK TRANSACTIONS

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

Types of Available Transactions You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer,

the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access Electronic Check Transactions may be made from your checking account only.

Limitations on Dollar Amounts of Transactions You may make Electronic Check Transactions only to the extent that you have available clear funds in your checking account plus available funds in your designated overdraft sources.

Remotely Created Checks If the Electronic Check Transaction involves a remotely created check, we reserve the right to accept or reject the item for deposit into any of your accounts. If you deposit a remotely created check into any of your accounts, you represent and warrant to us that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely created check, which you have deposited into your account, is returned by the drawee-payor bank for any reason, you agree that we may debit your account for the amount of the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand. For purposes of this Agreement, the term "remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

PERIODIC STATEMENTS You will receive periodic statements, at least quarterly, showing electronic services account activity. In addition, you will receive a monthly statement for any account which had electronic activity during the month.

DISCLOSING INFORMATION TO THIRD PARTIES We may disclose information to third parties about your account or electronic transactions (for additional information, see Disclosing Information, page 3).

CANCELLATION OF ELECTRONIC SERVICE You may cancel electronic services, in whole or in part, at any time by notifying us in writing, electronically, by mail, or in any form acceptable to us, and by actually discontinuing use of the electronic service. Cancellation by any one (1) account owner will be binding on all account owners; we are not required to notify other account owners of the cancellation. Electronic services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts with us or if any of your accounts are not in good standing. After suspension, electronic services may be reinstated once there are sufficient funds in your accounts to cover any fees and other pending transfers and debits. We reserve the right to cancel or suspend your electronic services, in whole or in part, without cause or prior notice, subject to applicable law or regulation. Cancellation of electronic services does not terminate your accounts or agreements with us and will not affect your obligations hereunder or your obligations for transfers and payments made prior to cancellation. The Member Express ATM card, Visa® Gold check card, and any Adelfi software are the property of the credit union and must be returned upon cancellation of that service.

FEES AND CHARGES See **Personal Account Information and Fee Schedule** for current fees relating to electronic financial services. You agree to pay any telephone/mobile carrier charges you incur or any fees assessed by your online service provider for accessing your accounts through any electronic financial service we offer. Fees may be directly charged to any of your accounts at Adelfi.

TAXPAYER INFORMATION

We are required to report annually to you and to the IRS dividend payments that total \$10 or more during the year on accounts you hold with us.

Accordingly, when you open an account, we are required to obtain from each U.S. citizen or resident a certified U.S. Taxpayer Identification Number (TIN) and correct information regarding your backup withholding status and FATCA exemption, if any. When you complete and deliver to Adelfi the appropriate documentation, forms, or instructions in such form acceptable to us for an account, you certify under penalties of perjury that you have provided the correct TIN, backup withholding status, and FATCA exemption information (if any).

For individuals, the TIN is your Social Security Number (SSN). In the case of accounts with more than one (1) owner, we report taxpayer information for the person listed first on the Adelfi Document.

If you fail to furnish us with your certified TIN, if the IRS notifies us that the TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your dividends on your tax return, we are required to withhold at the required rate on the dividends earned and remit it to the IRS. This percentage, known as backup withholding, is not an additional tax. You may claim amounts withheld and remitted to the IRS as a credit on your federal income tax return.

EXEMPT FOREIGN PERSON Unless we are required to provide backup withholding to the IRS, accounts held by an exempt foreign person are exempt from taxpayer information reporting, with the exception of Canadian residents. For accounts with more than one (1) owner, the primary owner must qualify and certify their status as an exempt foreign person.

An exempt foreign person is required to certify his/her exemption status by completing a Certificate of Foreign Status of Beneficial Owner (form W-8BEN). This certification must be renewed every three (3) years. If you fail to provide this certification, your dividend payments will be subject to backup withholding and reported to the IRS.

NEW ACCOUNTS/TAXPAYER IDENTIFICATION NUMBER (TIN) We require any signer who opens a new account to provide a certified TIN for tax-reporting purposes. You authorize us to use the TIN that you give us on the appropriate documentation, forms, or instructions in such form acceptable

to us, on any new account that any signer subsequently opens (for more information on Taxpayer Information, see this page).

We may open additional accounts under the same Adelfi Document on the instructions of any signer. For each additional account, the TIN must be the same as the one on the Adelfi Document. The same signer(s) must sign on the new account, and only the same number of signers as designated on the original Adelfi Document may withdraw funds from the new account. If you want different signers on the new account, you must complete and sign a new Adelfi Document.

PENALTIES If you fail to furnish a correct TIN, you may be subject to a \$50 IRS penalty. If you make a false statement that has no reasonable basis, and that results in no backup withholding, you may be subject to a \$500 IRS penalty. If you deliberately give false information, you may be subject to criminal penalties.

REPORTING DIVIDENDS Adelfi will report dividends credited to your account as interest income to Federal and State governments, as required by law.