



**THIS DISCLOSURE CONTAINS YOUR ACCOUNT AGREEMENT, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, OUR FUNDS AVAILABILITY POLICY AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THIS DISCLOSURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

In this Agreement the words "You", "Your" and "Owner" refer to the person, joint or individual as applicable, or entity who is establishing an Account with the United States Senate Federal Credit Union. The words "Credit Union", "We", "Us" and "Our" refer to the United States Senate Federal Credit Union. The word "Account" means any Account, which is governed by this Agreement. The word "Check" means any negotiable paper presented to Us in relation to Your Account, including any share draft or similar check like device.

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT WITH THE UNITED STATES SENATE FEDERAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENTS SUCH AS OUR FUNDS AVAILABILITY POLICY, AND ELECTRONIC FUNDS TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

## ACCOUNT AGREEMENT

**Joint Accounts.** You agree that the United States Senate Federal Credit Union is hereby authorized to recognize any of the signatures on Your Membership Agreement to pay any funds or transact any business for Your Account. If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners. We can release or pay any amount on deposit in Your Account to any Owner. We can honor Checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred. Any or all joint owners may pledge any part or all of the funds in Your Account as collateral security to a loan or loans. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. If Your Account is established with Full Right of Survivorship, then, upon the death of any Owner, all sums then on deposit in the Account vest and belong to the surviving Owner(s). If there is any question about the ownership of the funds in Your Account, We may freeze the Account until We receive evidence satisfactory to Us as to an appropriate disposition of funds on deposit in the Account. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

**Custodial Accounts.** Any custodial account is subject to the Uniform Transfers to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**Trust Accounts.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. We require all Trust Accounts to name a beneficiary. For Revocable Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. If the Account Designation shows a payable on death status, any Beneficiary has rights to the Account only if alive and only if the Settlor is deceased. If the Beneficiary dies before the Settler, the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**Power of Attorney.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**Deposit of Items.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit, which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

**Collection of Items.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds.

**Overdraft Protection.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in multiples of \$50 (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will first be made from Your line of credit up to Your available credit limit and, subsequently, from Your Primary Savings Account, provided You have enough available funds in that Account. Any overdraft transfers from Your Primary Saving Account may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**Expenses.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**Inactive or Dormant Accounts.** Inactive Accounts (Accounts with no withdrawals or deposits within a one year period) may be subject to an Inactive Account Fee. We have no liability if Your Account becomes dormant (accounts with no withdrawals or deposits with in a one year period) and is therefore subject to escheatment (any Account with no transaction or correspondence in any period of three consecutive years) in accordance to District of Columbia law.

**Lien Impression and Set-off.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**Minimum Balance Requirements, Fees and Service Charges.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**Non-sufficient Fund Returns.** Any Check or preauthorized transfer presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for non-sufficient funds or We may honor any such item and charge You a fee for doing so.

**Suspension of Services.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have (a) a delinquent loan; (b) a savings balance below the \$5.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; or (f) caused a financial loss to the Credit Union.

**Assignability.** You may not assign or transfer any interest in Your Account.

**Agreements and Disclosures.** The Agreements and Disclosures and related Fee Schedule provided to You at the time You opened Your Account and referred to throughout this Agreement, contain (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**Stop Payments.** You may ask Us to stop payment on a Check by supplying Us with a written request or notifying Us through Our website. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for 6 months. If at the end of 6 months You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to non-sufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a preauthorized transfer, Your request will be processed under the provisions of Our Electronic Funds Transfer Agreement with You. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request.

**Checks and Other Account Access Devices.** Any Check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**Postdated, Stale or Overdraft Checks.** You understand that postdating a Check will have no effect on whether or not it is honored prior to or after the date of any such Check. A stale Check is any Check received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Check, or other item presented for payment on Your Account without any liability.

**Check Safekeeping.** Check Safekeeping is automatic on Your Account and, unless You specifically request otherwise and agree to pay any associated fees, Your canceled Checks will not be returned to You. If You subsequently request a copy of a Check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Check.

**Periodic Statements.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic funds transfer, then the provisions of Our Electronic Funds Transfer Agreement with You will control resolution of the matter.

**Amendments.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**Organizational Partnership or Corporation Account.** If Your Account is an organizational, partnership or corporate account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that all partners, Owners or organizational members be individually eligible for membership.

**Notification of Address Change.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**Waivers.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**Governing Law.** This Agreement shall be governed by the laws of the District of Columbia, except to the extent that federal law controls.

## Substitute Checks and Your Rights – Check 21

A Substitute Check is a paper reproduction of an original paper check and is permissible in accordance with *the Check Clearing for the 21<sup>st</sup> Century Act* (sometimes referred to as "Check 21"). The Federal Act allows for the electronic capture and electronic passage of vital information from your original check through the check processing system. It also allows for the creation of a "Substitute Check" to replace the original check at any point in the process if needed (if for instance a financial institution in the process is not capable of accepting the electronic image).

These checks are similar in size to standard *business* checks with a slightly reduced image of the front and back of the original check. The front of a substitute check must state: "This is a legal copy of your check. You can use it the same way you would use the original check". A MICR (Magnetic Ink Character Recognition) line containing all the information on the MICR line of the original check makes it suitable for automated processing in the same way as the original. Because a Substitute check is the legal equivalent of the original you may use a copy of a cleared substitute check as proof of payment just as you would a copy of a cleared original check.

### What Are Your Rights Regarding Substitute Checks?

If you receive a substitute check the federal law provides you additional rights. These rights do not apply to original checks or to electronic debits to your account. However, your rights under other law with respect to those transactions are not impacted.

These additional rights allow you to request a refund for losses you suffer if the substitute check you received: does not meet the legal equivalence of the original check, if payment was made twice on this same item, or if you suffered a loss due to the receipt of a substitute check. (You may receive a Substitute check if a check you deposit with us is subsequently converted to a substitute check and is then returned to the credit union unpaid due to insufficient funds, uncollected funds, etc.).

The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim, and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your account, please contact us at **(800) 374-2758**. You must contact us within forty (40) calendar days of the date that we delivered the account statement showing that the Substitute Check was posted to your account. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

### Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check and/or the following information to help us identify the Substitute Check: (*identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check*).



In this disclosure the reference to "We", "Us", "Our" and "Credit Union" mean the UNITED STATES SENATE FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth herein. For joint accounts, read singular pronouns in the plural.

This Disclosure describes Your ability to withdraw funds at the United States Senate Federal Credit Union. You should also refer to the Account Disclosure that describes the details of Your specific Account type and/or any Membership Agreement(s) We require for additional information.

**General Policy.** Our policy is to make funds from Your deposits available to You on the first business day after We receive Your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once they are available, You can withdraw the funds and We will use the funds to pay checks that You have written. For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays and holidays. If You make a deposit before 3:00 p.m. (1:00 p.m. for ATM deposits) 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 3:00 p.m. (1:00 p.m. for ATM deposits) or on a day that We are not open, We will consider the deposit made on the next business day We are open.

**Reservation of Right to Hold.** In some cases, We will not make all the funds You deposit by check available to You on the first business day after We receive Your deposit. Depending on the type of check You deposit, funds may not be available until after the second business day following the day of Your deposit. However, for Checking Accounts, the first \$200 of Your deposit will be available on the first business day following the day of Your deposit. If We are not going to make all the funds from Your deposit available on the same 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 decided to take this action after You have left the premises, We will mail You the notice by the next business 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. Any request for payment against funds on which a hold has been placed will be returned unpaid.

**Longer Delays May Apply.** We may delay Your ability to withdraw funds deposited by check into Your Account an additional number of days for the following reasons:

- a. We believe a check You deposit will not be paid.
- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn Your Account repeatedly in the last six months.
- e. 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.

In any case, We reserve the right to refuse an item for deposit or encashment.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1 1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar 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 \$5,000 of a day's total deposits of cashier's, certified, tellers and federal, state, and government checks will be available on the next 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 \$5,000 will not be available until the second business day after the day of Your deposit. Funds from all other check deposits will be available after the ninth business day of Your deposit. Further delays may apply.

**Deposits at Non-proprietary ATMs.** Except for deposits made at Automated Teller Machines (ATM) within networks that we participate in, we do not accept deposits at ATMs that we do not own or operate. Please refer to our Locator Service for a current listing of ATMs available to accept deposits for credit into your USSFCU account.

**Dividend Payment Policy.** Refer to the Account Disclosure that describes the details of Your specific Account type for Our policy on the payment of dividends.



# UNITED STATES SENATE FEDERAL CREDIT UNION

## ELECTRONIC SERVICES AGREEMENTS AND DISCLOSURES

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUNDS TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR SENATE CHECK CARD, GOLD SOURCE CHECK CARD, OUR TELEACTION AUDIO RESPONSE SYSTEM AND OUR COMPUTERIZED ACCOUNT ACCESS SYSTEM (CUAnyHour), EACH WITH ITS CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY (E-CHECK).**

In this Agreement and Disclosure, the references to "We", "Us", "Our" and "Credit Union" mean the UNITED STATES SENATE FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. The words "Check Card" or "Card" mean any Senate Check Card or Gold Source Check Card issued to You by Us and any duplicates or renewals. "Account" means any account or accounts established for You as set forth herein and E-Check means any check in which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

This Agreement applies to any electronic funds transfer made to or from Your Account(s) via Your Check Card in conjunction with Your PIN at any authorized Automated Teller Machine ("ATM"), over the telephone using Our *TeleAction* audio response system or via Our computerized Account access system (*CUAnyHour*). An electronic funds transfer is any transfer of funds which is performed through the use of Your Check Card, Our *TeleAction* audio response system, Our computerized Account access system (*CUAnyHour*), E-Check or other electronic access device. You understand that Your Check Card and any access codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone.

The use of Your Account is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended related to the use of Your Account; (b) that We may follow all instructions given to machines; (c) that We cannot honor stop payment requests on ATM withdrawals; (d) that the use of Your Check Card is subject to the limits specified in this Agreement; and (e) You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable State and/or Federal Law.

Each withdrawal by You or by anyone else to whom You give Your Check Card or PIN or to whom You allow access to Your Account may be charged to Your Savings or Your Checking Accounts as appropriate. We may charge withdrawals to Your Accounts in any order We determine and if funds are not sufficient to cover all withdrawals, We may, but are under no obligation to do so, pay such withdrawals. You promise to immediately reimburse Us, upon Our demand, for any amounts paid by Us, which exceed the available balance in Your Accounts, plus any applicable service charges. You authorize Us, at Our option, to deduct any such amount, or fraction thereof, directly from any of Your Credit Union accounts (other than IRA, Keogh, and Certificate accounts) and/or, charge any such amount as an advance on any line of credit account that You may have with Us.

**Issuance of Personal Identification Numbers.** We will issue to You separate Personal Identification Numbers (PINs) to be used in conjunction with Your Check Card, *TeleAction* and *CUAnyHour* transactions. Your use of Your PIN is Your authorization to Us to withdraw funds from Your Savings or Checking Accounts or to charge Your line of credit to cover such transactions. By using Your Check Card, PIN, the *TeleAction* system or *CUAnyHour*, You consent to the terms of this Agreement. You agree to repay any charges resulting from the use of Your Check Card, the *TeleAction* system or *CUAnyHour* by You or any other person who has access to Your Account, with actual, apparent or implied authority for use of Your Account. Both You and any persons who use the Check Card, the *TeleAction* system or *CUAnyHour* remain bound to pay for any charges under this Agreement even though another person has been directed to pay the debt by agreement or court order (such as a divorce decree). You agree to cooperate in the investigation and possible prosecution of any unauthorized user.

**Joint Accounts.** If Your Account is a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have for You on file. We may refuse to follow any instructions, which run counter to this provision.

**Ownership.** Your Check Card and any other Account access device will remain Our property and may be canceled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

**Other Agreements.** If Check Card, *TeleAction* or *CUAnyHour* transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**Delayed Funds Availability Notice.** Subject to Our **Funds Availability Policy**, deposits made at United States Senate Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our **Funds Availability Policy Disclosure** for additional information on holds that may apply to ATM deposits.

### TYPES AND LIMITATIONS OF SERVICES

**Senate Check Card and Gold Source Check Card.** You may use Your Check Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate. At the present time, You may use Your Check Card for:

- a. ATM Withdrawals from Your Savings and/or Your Checking Accounts.
- b. Deposits to Your Savings and/or Your Checking Accounts (at ATMs authorized to accept United States Senate Federal Credit Union deposits).
- c. Transfers of funds between Your Savings and Your Checking Accounts.
- d. Inquiries about Your Savings and/or Your Checking Accounts.
- e. Point of Sale (POS) transaction wherever available (see the "Point of Sale" provision of this disclosure).

Not all ATM transactions that We offer are available at all Automated Teller Machines.

**TELEACTION Audio Response System.** At the present time, the following transactions are available through the use of *TeleAction*:

- a. Request for withdrawals from Your Savings, Checking and Money Market Accounts.
- b. Transfers of funds between Your Savings, Checking and Money Market Accounts.
- c. Loan or Credit Card payments by transfer of funds from Your Savings, Checking and Money Market Accounts.
- d. Inquiries about Your Accounts with the Credit Union.
- e. Information about recent transactions on Your Account.
- f. Loan or Credit Card advances.

**CUAnyHour Computerized Account Access Transactions.** Once You have called to activate the *CUAnyHour* service, You may use *CUAnyHour* via a personal computer for the following services:

- a. Request for withdrawals from Your Savings, Checking and Money Market Accounts. Transfers of funds between Your Savings, Checking and Money Market Accounts.
- b. Loan or Credit Card payments by transfer of funds from Your Savings, Checking and Money Market Accounts.
- c. Inquiries about Your Accounts with the Credit Union.
- d. Information about recent transactions on Your Account.
- e. Loan or Credit Card advances.

**Point Of Sale.** You may also use Your Check Card to purchase goods and services at any business establishment where the Check Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the total combined available balance of Your Savings and/or Your Checking Account(s) to cover such transactions, provided You have enough money in Your Accounts.

**Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account, and serial number of your check to initiate the transfer, whether the check is blank, partially or

fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of the Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account.

**Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice of affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

**Notification of Pre-Authorized Deposits.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payer), You can call Us at (202) 224-2967 or 1 (800) 374-2758 to find out if the deposit was made.

**Right to Stop Pre-Authorized Payments.** If You want to stop any pre-authorized payments, You may visit our Branches or write Us at The United States Senate Federal Credit Union, National Capitol Station, P. O. Box 77920, Washington, DC 20013-8920 in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**Our Liability For Failure to Stop Payment.** If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**Transaction Slips.** You may get a receipt at the time You make any transaction to or from Your Account (except for telephonic or mail-in transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**Fees.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**Liability For Failure To Complete Transactions.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if; (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Check Card is retrieved or retained by an ATM; or (f) Your Check Card or PIN has been reported lost or stolen and We have blocked the Account.

**Liability For Unauthorized Use.** Telephone Us at once at (202) 224-2967 or 1 (800) 374-2758 or write Us at the United States Senate Federal Credit Union, National Capitol Station, P. O. Box 77920, Washington, DC 20013-8920 if You believe Your Check Card or PIN have been lost or stolen. If You tell Us within two business days, You can lose no more than \$50.00 if someone uses Your Check Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Check Card or PIN and We can prove that We could have stopped someone from using Your Check Card or PIN without

Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use for Your Check Card as long as You report the loss or theft of Your Check Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized Check Card transactions, Your liability for unauthorized use will not exceed \$50. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Check Card.**

**In Case of Errors or If You Have Questions About Electronic Transfers.** Telephone or write to Us at the address and telephone number shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. 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 three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**Lost or Stolen Check Cards or PIN.** To report a lost or stolen Check Card or PIN, You will call Us immediately at (202) 224-2967 or 1 (800) 374-2758. You must also write to Us at the United States Senate Federal Credit Union, National Capitol Station, P. O. Box 77920, Washington, DC 20013-8920.

**Disclosure of Account Information.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission.

**Termination.** We may terminate Your right to use Your Check Card or PIN or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**Change in Terms.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**Business Days.** Every day is a business day except Saturdays, Sundays and holidays.

**Collection Costs.** If collections efforts are required by the Credit Union, you agree to pay all costs and expenses incurred in the collection of any sum due, and in addition, if the holder hereof, after default, shall place this note in the hands of an attorney or collection agency, for collection, to pay reasonable attorneys' fees and/or collection costs not in excess of 15% of the outstanding balance, court costs and disbursements, interest and fines due on this Agreement at the time of the employment of such attorney or collection agency to the extent permitted by state law.

**Governing Law.** This Agreement is controlled and governed by the laws of the District of Columbia except to the extent that such laws are inconsistent with controlling federal law.



**Schedule of Fees and Service Charges**

**Effective January 1, 2016**

Service	Description	Fee
<b>Membership Fees</b>		
Membership Fee	One time, non-refundable fee to maintain lifetime membership	\$1.00
Closed Account Fee	Charged when a new account is closed within 90 days of opening	\$5.00
Inactive Account Fee	After no activity for one year fee is charged every six months	\$5.00
<b>Transaction Services</b>		
Certified Check		\$10.00
Check Copy		\$5.00
Member Privilege Fee	Per Item Fee to Access Member Privilege	\$28.00
Returned Check Fee	Fee for exceeding allowable number of drafts in a month per FRB Regulation D	\$28.00
Returned Deposit Item Fee	Fee for a dishonored item deposited to a member's account	\$28.00
Returned Payment Fee	Fee for dishonored check (including electronic returns)	\$28.00
Stop Payment	Fee for one check or check series or one ACH	\$28.00
<b>Transfers to Pay Checks</b>		
Transfer Fee	Transfers that are automatic or are initiated through CU AnyHour+ or TeleAction	\$0.00
Call Center Transfer	Transfers Initiated Through Call Center Staff	\$2.00
<b>Cost of Printed Checks</b>		
Check orders	Custom Designs, Additional Boxes - Standard USSFCU Checks - 1 Box Free Per Year	Varies
<b>Gold Source Checking</b>		
Minimum Balance Fee	Fee imposed for balances below \$2,000 minimum	\$15.00
ATM Fees	Gold Source Accounts pay no CU fees	\$0.00
<b>Smart Certificates</b>		
	90 days of dividends paid and accrued on the withdrawal for terms of 1 year or less	
	120 days of dividends paid and accrued on the withdrawal for terms of greater than 1 year and up to and including 2 years	
	180 days of dividends paid and accrued on the withdrawal for terms of greater than 2 years and up to and including 3 years	
	360 days of dividends paid and accrued on the withdrawal for terms of greater than 3 years	
<b>ATM Fees</b>		
USSFCU ATMs	This includes Congressional FCU and Certain Network ATMs	\$0.00
Non-USSFCU ATMs	USSFCU fee - ATM operator fee may apply	\$1.00
USSFCU ATMs - Non-USSFCU Cards	Non-USSFCU, WPCFCU or appropriate network Cards at USSFCU Machines	\$3.00
<b>Services</b>		
Address Search	Bad address fee - every 6 months	\$10.00
Bond Redemption Fee	Per Coupon	\$5.00
Cashier's Check	Payee is other than member	\$6.00
Check cashing non-member	Cashing Member Check by Non-Member	\$10.00
Expedited/Overnight Delivery	Member request to have items send expedited or over night	\$30.00
Pay by Debit Card	Payment using a non-USSFCU card	\$10.00
PIN Reorder	Fee to Order PIN - Free in Branch	\$10.00
Reloadable cards	Separate schedule	Varies
Replacement VISA Card	Replaced for reasons other than fraud	\$10.00
Research	Per hour or fraction	\$30.00
Statement Reprint Request	Per Statement	\$5.00
Verification fee	Deposits or Loans - per request	\$25.00
Visa Draft Copy	Copy of merchant draft	\$20.00
<b>Foreign Service/Wire Transfers/Other</b>		
Domestic Wire		\$25.00
Foreign Check Deposit	Canada	\$20.00
Foreign Check Deposit	Other than Canada	\$40.00
Foreign Currency	Foreign Currency	Varies
Foreign Drafts	Per item	\$20.00
Incoming Wire	All Incoming	\$10.00
<b>Web Bill Pay</b>		
Web Bill Pay	Free with e-Notices	\$5.00
<b>Skip A Pay Services</b>		
Skip a Pay fee	CU AnyHour+	\$25.00
Skip a Pay fee	In Branch/Phone	\$35.00
<b>Homebanking</b>		
Annual Fee for Personal Financial Manager and Account Aggregation		\$0.00
Per Item Fee for Bank to Bank (ACH) Transfer		\$0.00

Service	Description	Fee
<b>Lending Fees and Services</b>		
Attachment, Writ or Levy Fee	Per Attachment, Writ or Levy	\$75.00
Fee for Late Payment by Phone	Electronic payment for delinquent loan(s) using a non-USSFCU account	\$7.00
Home Equity Fees	Pass Through Closing Fees	Varies
Home Equity Modification Fee		\$250.00
Letter of Credit Fee	Fee to issue performance bond, Minimum \$250.00	1.00%
Lien Registration	Fee to Place Lien on Vehicles	Varies
Loan Modification Fee	Troubled Debt Restructures Only	\$25.00
Skip a Pay Fee	CU AnyHour	\$25.00
Skip a Pay Fee	In Branch/Phone	\$35.00
Subordination Fee		\$500.00

## United States Senate FCU Member Overdraft Policy

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) credit union service charges; or (5) the deposit of items which, according to the Credit Union's Funds Availability Policy, are treated as not yet available or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.

As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Member Privilege limit as a non-contractual courtesy. For overdraft privilege consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all Credit Union fees and charges); (2) avoid excessive overdrafts suggesting the use of Member Privilege as a continuing line of credit; (3) there are no legal orders, levies or liens against the account; (4) the primary member is of contractual age and is on the share draft or NOW account; (5) the primary account has been opened at least 90 days; (6) the share draft or NOW account has either a positive balance or no negative balance greater than 15 calendar days when the program is first offered to you; (7) none of the account holders have caused the Credit Union a loss on any of your shares or loans; (8) none of the account holders have declared bankruptcy; and (9) none of the account holders are delinquent on any Credit Union obligations more than 45 days.

In the normal course of business, ATM/Point of Sale, teller and shared branch transactions are posted as they occur. Automated Clearing House credit transactions are posted first and debits are posted second in smallest to greatest order. Share drafts are posted in numeric order. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdraft items during a single banking day for which you will be charged our Member Privilege fee of \$28 for each overdraft item paid.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances and fees incurred at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft **plus** the credit union's Member Privilege fee of \$28 per item will be deducted from the overdraft limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or if based upon our review of your account management, we determine that you have too many overdrafts or are using Member Privilege as a regular line of credit. You will be charged an overdrawn fee of \$28 for each item returned.

You will be notified of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our Member Privilege fee of \$28 and/or an overdrawn fee of \$28 that you owe us shall be due and payable upon demand, but if no demand is made, no later than 45 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

Member Privilege should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconcile your check book regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call 703.329.8466 (800.374.2758 outside the D.C. Metro area).



Please note that your Member Privilege limit may be available for each item paid under the limit created by checks and other transactions made using your account number, such as a teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. The limit will not be included in the balance provided during an inquiry.

**LIMITATIONS:** Member Privilege is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. The United States Senate FCU reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.



## FACTS

### WHAT DOES UNITED STATES SENATE FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and credit card or other debt
- Payment history and transaction or loss history

#### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons United States Senate Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does USSFCU share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

#### To limit our sharing

- Call 800.374.2758

**Please note:**

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

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

#### Questions?

Call 800.374.2758 or go to [ussfcu.org](http://ussfcu.org)

## Who we are

**Who is providing this notice?**

United States Senate Federal Credit Union (USSFCU)

## What we do

**How does USSFCU 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 USSFCU collect my personal information?**

We collect your personal information, for example, when you

- Provide account information or open an account
- Apply for a loan or give us your contact information
- Make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- 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

State laws and individual companies may give you additional rights to limit sharing.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply to everyone on your account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as LenderSelect Mortgage Group.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include insurance companies.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *United States Senate Federal Credit Union doesn't jointly market.*

## Other important information

None