



ACCOUNT AGREEMENTS

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 Settlor, 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 may 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 and a balance below the par value of one share) may be subject to an Inactive Account Fee. We have no liability if Your Account becomes dormant (accounts with no withdrawals or deposits within 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 may 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 21st 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*).