



# MEMBERSHIP DISCLOSURE BOOKLET

**Superior**  
CREDIT UNION



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# MEMBERSHIP AND ACCOUNT AGREEMENT

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This Agreement covers the rights and responsibilities concerning your Accounts and the rights and responsibilities of the credit union providing this agreement (Credit Union). In this Agreement, the words "you" and "yours" mean anyone who signs an account card or account change card (Account Card). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notices and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

**1. Membership Eligibility.** To join the Credit Union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**2. Individual Accounts.** An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

**3. Joint Accounts.** An account owned by two or more persons is a joint account.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. Joint Account Owner Liability. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them.

**4. POD/Trust Account Designations.** A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to all and surviving POD or trust beneficiary/payee. If there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

**5. Accounts for Minors.** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**6. Uniform Transfers/Gifts to Minors Account.** A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

**7. Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**8. Deposit of Funds Requirements.** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

c. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

d. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us.

e. Crediting of Deposits. Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## **9. Account Access.**

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, interactive teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

c. Credit Union Examination. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**10. ACH & Wire Transfers.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we are required by law to pay interest to you, you agree that the rate of interest shall be the lowest available nominal dividend or interest rate paid on accounts during the time interest payments are required. Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cutoff times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

**11. Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure. We may change the Truth-in-Savings Disclosure at any time and will notify you as required by law.

**12. Transaction Limitations.**

a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service as charge set forth in the Truth-in-Savings Disclosure. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

**13. Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

**14. Overdrafts.**

a. Overdraft Liability. The actual balance in your account may not be available for withdrawal. Items such as pre-authorized transactions, liens, deposited items not yet cleared, or other holds may reduce the amount available for withdrawal. If, on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, we may pay or return the overdraft in accordance with our overdraft policy or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Truth-in-Savings Disclosure. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount in accordance with our overdraft policy. Members are able to view what balance is available thru online or mobile banking or at any branch.

b. Overdraft Protection Plan. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth in the Truth-in-Savings Disclosure. This Agreement governs all transfers, except those governed by agreements for loan accounts.

c. Courtesy Pay. Unless you have applied for and received an overdraft line of credit, we do not have to pay your overdrafts. However, if you do not have an overdraft line of credit, or do not want us to overdraw our account under any circumstances even as a courtesy to clear an item that you have written, you must tell us not to do so. You understand that it may be a crime to write a check you know will not be paid. If your account receives a monthly direct deposit benefit check, such as Social Security or VA Disability, from the United States government and you do not want us to use funds in that account to pay an overdraft, you must tell us. If you do not tell us, you consent to allowing us to apply those funds to repay your overdrafts. Our Fee Schedule states the fee charged for paying your overdrafts.

**15. Postdated and Staledated Drafts.** You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay it before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid, the Credit Union shall have no liability for such payment.

## 16. Stop Payment Orders.

a. Stop Payment Order Request. You may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received within a reasonable time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**Checks Presented for Payment In Person.** We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedules.

**17. Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.



**18. Pledge/Statutory Lien.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law.** If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**19. Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**20. Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

**21. Notices.**

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

**22. Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

**23. Statements.**

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or be payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is sent to you, even if the drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions or other discrepancies reflected on your statement within a reasonable time of receiving your statement, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments transactions or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**24. Inactive Accounts.** If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth in the Truth-in-Savings Disclosure for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. Funds in your account(s) will become "unclaimed funds" under ORC Ch. 169 if, over a five (5) year period you do not: (1) increase, decrease, or adjust the amount of funds in your account(s); (2) assign or encumber your account(s); (3) receive payment of your account(s); (4) correspond with us about your account(s); (5) otherwise indicate an interest in your account(s); or (6) transact business with the Credit Union. Unclaimed funds will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

- 25. Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed account change form and accepted by us.
- 26. Termination of Account.** We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. If any of the foregoing events should transpire, we reserve the right to report such activity to any credit reporting agency. Said reporting may adversely affect the credit rating of the account holder. By entering into this Membership Agreement, you are recognizing your understanding that the Credit Union may report the events accounted for in this paragraph to credit bureaus. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.
- 27. Termination of Membership.** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union or you may be expelled for any reason as allowed by applicable law.
- 28. Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.
- 29. Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- 30. Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

- 31. Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.
- 32. Negative Information Notice.** We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- 33. The USA Patriot Act.** The USA Patriot Act has paved the way for financial institutions to help prevent fraud, identity theft, and the spread of terrorism. It requires financial institutions to obtain more information from an individual or legal entity to help establish identity. Your cooperation is needed when you open a new account or request a loan. You may be asked more questions to establish and confirm your identity. It may also be required for you to provide one or more forms of identification.
- 34. Accounts of Businesses and Organizations.** Accounts held in the name of a business, organization, or association member are subject to all the conditions and terms contained in this Agreement for natural person accounts, and the following additional rules. The Credit Union reserves the right to require the business member to provide an account authorization card or other documentary evidence satisfactory to the Credit Union informing the Credit Union who is authorized to act on the business member's behalf. No POD beneficiary designation or other designation shall apply to the account. You agree to notify the Credit Union of any change in the representative authority of your agent. The Credit Union may rely on your written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice.
- 35. Electronic Communications.** By becoming a Member, you are providing Superior with your consent to receive electronic communications regarding your account, including, but not limited to, e-mails, text messages, and phone calls. You may withdraw your consent to receive electronic communications regarding your account at any time by contacting the Credit Union and informing them of the same. These electronic communications are not to be construed as debt collection efforts, but as a courtesy for the Member to inform them of late payments and matters related to their account requiring their attention and/or action. The Member may opt out of electronic communications at any time.

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## FUNDS AVAILABILITY POLICY DISCLOSURE

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This Disclosure describes your ability to withdraw funds at Superior Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have any questions about which accounts are affected by this policy.

- 1. General Policy.** Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Real-Time Payments the Credit Union receives for credit to your account through the RTP System will typically be available within thirty (30) seconds. Once they

are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. M–F 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. M–F or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of 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 decide 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.

**3. Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the 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. 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 availability 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 that you deposited.

**4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**5. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 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 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 \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

- 6. Deposits at Nonproprietary ATMs.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs/ITMs that we own or operate. All ATMs/ITMs that we own or operate are identified as our machines.
- 7. Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

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## **COURTESY PAY INFORMATION**

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Courtesy Payment is a service that allows us to pay a check written on our member's checking account even if it causes the account to become overdrawn.

Courtesy Payment may provide certain accountholders in "good standing" with the ability to overdraw their personal checking account up to \$600 for Standard and iChecking accounts. If the account has been open at least 60 days and maintained in good standing, defined as A) Making regular deposits sufficient to cover transactions; B) At least once every 35 days, maintaining a positive balance in the account for a minimum of 1 business day; and C) There are no legal orders outstanding on your account, we may, at our sole discretion, pay overdrafts up to the limits mentioned above, including our normal Non-Sufficient Funds or Courtesy Payment charge(s).

Whether we pay or return an item, your account will be assessed a fee, either as a Courtesy Payment charge or a Non-Sufficient Funds charge but you will not be charged both fees. Our current charge per item is \$20.00 which may be changed with prior notice to you.

Courtesy Payment offers additional flexibility and convenience in managing accountholder funds, and provides peace of mind knowing that checks may be paid up to the authorized overdraft limit.

This non-contractual courtesy of paying overdrafts requires no accountholder action. No additional agreements need to be signed, and there are no fees unless the privilege is used - by initiating checks, electronic funds transfers, or other payment or withdrawal requests for more than is on deposit in the account. If you maintain the account in good standing and have need for this "courtesy", we may, at our sole discretion, pay the item(s) up to the authorized limit, and we will charge the account our normal Non Sufficient Funds or Courtesy Payment charge for each item that overdraws the account.

You then have up to 35 days to bring the account current. We will send you a notice each time an overdraft occurs.

Unless you have applied for and received an overdraft line of credit, we do not have to pay your overdrafts. However, if you do not have an overdraft line of credit, or do not want us to overdraw your account under any circumstances even as a courtesy to clear an item that you have written, you must tell us not to do so. You understand that it may be a crime to write a check you know will not be paid. If your account receives a monthly direct deposit benefit check, such as Social Security or VA Disability, from the United States government and you do not want us to use funds in that account to pay an overdraft, you must tell us. If you do not tell us, you consent to allowing us to apply those funds to repay your overdrafts. Our Fee Schedule states the fee charged for paying your overdrafts.

Please read the policy below, to further clarify any questions you may have. Courtesy Payment allows Superior Credit Union, Inc. to provide a higher level of service to our members by helping to protect your account and reputation when an inadvertent overdraft occurs.

Additional information is found in your account agreement. If you have questions, do not hesitate to call Member Services at 419-223-9746 or 877-717-2271

## **OVERDRAFT POLICY**

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It is the policy of Superior Credit Union institution to comply with applicable laws and regulations, and to conduct business in a SAFE and SOUND manner.

Insufficient balances may result from: A) Share draft payments, electronic funds transfer, or other withdrawal requests; B) Payments authorized by accountholder; C) Unpaid return of items deposited by the accountholder; D) Imposition of financial institution service charges; E) Deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or conditionally paid.

"Item," for the purposes of this Overdraft Policy and this Membership Disclosure at large, shall mean a check, substitute check, purported substitute check, remotely created check or draft, electronic transaction, draft, demand draft, image replacement document, indemnified copy, ATM or ITM withdrawal or transfer, debit card point-of-sale transaction, pre-authorized debit card payment, automatic transfer, telephone-initiated transfer, ACH transaction, online banking transfer to or from Accounts at the Credit Union or external transfers to other institutions, online bill payment instruction, payment to or from other people, withdrawal or deposit slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, wire transfer, and any other instruction or order for the payment, transfer, deposit or withdrawal of funds. The resubmission of an ACH transaction or any other Item as that term is defined herein is considered a separate, and new "Item" for the purposes of this Overdraft Policy and this Membership Disclosure at large.

We may not pay any item presented for payment if your account does not have sufficient available funds. However, if you maintain the account in "good standing," which is defined as A) Making regular deposits sufficient to cover transactions; B) At least once every 35 days, maintaining a positive balance in the account for a minimum of 1 business day; and C) There are no legal orders outstanding against you, we may, at our sole discretion, pay the reasonable overdrafts as a non-contractual courtesy. We will not pay an overdraft unless the account in good standing is open more than 60 days. We will not pay items which cause the account to be overdrawn by more than \$600 for Standard and iChecking, including Non-Sufficient Funds and/or Courtesy Payment charge(s). Whether we pay or return an item, the members' account will be assessed a fee, either as a Courtesy Payment charge or a Non-Sufficient Funds charge but the member will not be charged both fees.

We may refuse to pay an overdraft at any time, even though we may have previously paid the overdrafts. The accountholder will be notified by mail of any Non-Sufficient Funds items paid or returned that the account may have. However, we have no obligation to notify the accountholder before we pay or return an item. The amount of any overdrafts, plus our Non-Sufficient Funds and/or Courtesy Payment Charge(s) that the accountholder owes us are due and payable upon demand. If we pay an overdraft on an account with more than one (1) owner on the signature card, each owner, and/or agent where applicable, drawing/presenting the item, thereby creating the overdraft, are jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Courtesy Payment charge(s).

If the accountholder receives a direct deposit of their monthly Social Security payment or VA Disability payment into their share draft account and does not want Courtesy Pay eligibility, they must advise us to stop us from paying overdrafts with these funds.

Limitations: This feature is available only for share draft accounts. We may limit the number of accounts eligible for Courtesy Payment to one account per household. Additionally, we reserve the right to not approve any overdrafts against any account until we can verify that the account is being maintained in good standing as defined above.

Account Fees: An Overdraft/Insufficient Funds or Courtesy Payment fee will be charged to your account, in accordance with our Fee Schedule, for each overdraft Item that is cleared on your account. In addition, an Overdraft/Insufficient Funds fee will be charged by the Credit Union for each "insufficient funds" item presented for payment and returned unpaid on a share draft account.

Because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item and when each individual item is resubmitted. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

Courtesy Payment Disclaimer: The financial institution's Courtesy Payment plan is a non-contractual courtesy and is discretionary. It is not an obligation of the Credit Union and the Credit Union may refuse to provide the courtesy on any share draft account at any time and from time to time. The accountholder does not have a contractual right to Courtesy Payment and courtesy payment is not guaranteed by the Courtesy Payment plan.

## CONSUMER ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

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This Consumer Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the consumer electronic funds transfer ("EFT") services offered to you by Superior Credit Union, Inc. ("Credit Union"). In this Agreement, the words "you" and "yours" mean consumers who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and checking accounts you have with the Credit Union. Consumer Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for consumer EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the consumer EFT services offered.

**1. Consumer EFT Services.** If approved, you may conduct any one or more of the consumer EFT services offered by the Credit Union.

a. ATM & ITM. If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines and interactive teller machines of the Credit Union, STAR, Plus, VISA Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

Make deposits to your share, savings, and checking accounts;

Withdraw funds from your share, savings, and checking accounts;

Transfer funds from your share, savings, and checking accounts;

Obtain balance information for your share, savings, and checking accounts;

Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that carry STAR, Plus, VISA network logo(s).



The following limitations on the frequency and amount of ATM/ITM transactions may apply:

You may make ten (10) ATM/ITM Card transactions per day;

You may withdraw up to a maximum of \$500.00 in any one day, if there are sufficient funds in your account;

You may purchase up to a maximum of \$1000.00 from POS terminals per day, if there are sufficient funds in your account;

You may transfer up to the available balance in your accounts at the time of the transfer;

Because of the servicing schedule and processing time required in ATM/ITM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs/ITMs.

b. VISA Check/Debit Card. If approved, you may use your card to purchase goods and services from participating merchants. However you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, STAR, Plus, VISA Networks, and such other machines or facilities as the Credit Union may designate. However, provisions of this agreement relating to VISA transactions do not apply to transactions processed through non VISA networks. To initiate a VISA debit transactions, you may sign a receipt, provide a card number, or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a VISA network. Please refer to the Member Liability section of this Agreement for terms and conditions. At the present time, you may also use your Card to:

Make deposits to your share, savings, and checking accounts;

Withdraw funds from your share, savings, and checking accounts;

Transfer funds from your share, savings, and checking accounts;

Obtain balance information for your share, savings, and checking accounts;

Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA;

Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of VISA Check/Debit Card transactions may apply:

You may make ten (10) VISA Check/Debit Card purchases per day;

You may purchase up to a maximum of \$2000.00 per day;

You may withdraw up to a maximum of \$500.00 in any one day from an ATM/ITM machine, if there are sufficient funds in your account;

You may purchase up to a maximum of \$2000.00 from POS terminals per day, if there are sufficient funds in your account;

You may transfer up to the available balance in your accounts at the time of the transfer;

c. Health Savings Accounts. If you will be using your debit card to access a Health Savings Account (HSA), portions of the Agreement governed by Regulation E will not apply. A HSA account as defined by the IRS is a trust account, and therefore not covered under Reg E. But portions of this Agreement such as VISA "0" liability for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your HSA account. You may use your card and personal identification number (PIN) in ATMs/ITMs of the Credit Union STAR, Plus, VISA Networks, and such other machines or facilities as the Credit Union may designate. However, provisions of this agreement relating to VISA transactions do not apply to transactions processed through non VISA networks. To initiate a VISA debit transactions, you may sign a receipt, provide a card number, or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a VISA network. Please refer to the Member Liability section of this Agreement for terms and conditions. At the present time, you may also use your Card to:

Make deposits to your share, savings, and checking accounts;

Withdraw funds from your share, savings, and checking accounts;

Transfer funds from your share, savings, and checking accounts;

Obtain balance information for your share, savings, and checking accounts;

Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA;

Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of VISA Check/Debit Card transactions may apply:

You may make ten (10) VISA Check/Debit Card purchases per day;

You may purchase up to a maximum of \$2000.00 per day;

You may withdraw up to a maximum of \$500.00 in any one day from an ATM/ITM machine, if there are sufficient funds in your account;

You may purchase up to a maximum of \$2000.00 from POS terminals per day, if there are sufficient funds in your account;

You may transfer up to the available balance in your accounts at the time of the transfer;

d. Superior Line (Audio Response). If we approve the Superior Line audio response access service for your accounts, the PIN (Personal Identification Number) you use for Superior account access of the type that is contemplated by Section 9 of this Agreement will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the audio response access service to:

Withdraw funds from your share, savings, and checking accounts;

Transfer funds from your share, savings, and checking accounts;

Obtain balance information for your share, savings, checking and Christmas Club accounts;

Make loan payments from your share, savings, and checking accounts;

Determine if a particular item has cleared;

Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts;

Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the Superior Line audio response service via a touch tone telephone only. Superior Line service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

There is a limit of eight (8) transactions per call and certain limits on the account history information available.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

#### e. Real Time Payments

##### *Receiving RTP® Payments*

The following additional terms apply to any real-time payments the Credit Union receives for credit to your account through the Real-Time Payments ("RTP") System. The terms "Sender," "Receiver," "Sending Participant," "Receiving Participant," "RTP System," "Payment," "RTP Payment," "Payment Instruction," "Person," and "Request for Return of Funds," are used here as defined in the RTP System rules ("RTP Operating Rules"). In addition to the RTP Operating Rules, RTP Payments will be governed by the laws of the state of New York, including Article 4A of New York's Uniform Commercial Code, and subject to the rights and obligations of consumers and financial institutions under the federal Electronic Fund Transfer Act.

The RTP System may be used only for eligible Payments between a Sender and Receiver whose accounts are located in the United States. RTP Payments that are permitted under the RTP Operating Rules and Superior's requirements are considered eligible payments for purposes of your Agreement with the Credit Union.

RTP Payments are typically completed within thirty (30) seconds of transmission of the RTP Payment by the Sender, unless the RTP Payment fails or is delayed due to a review by either the Receiving, or the Sending, Participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or Sending Participant may also prevent RTP Payments from being sent from or to your Superior account. Superior will notify you pursuant to NY-UCC 4-A-404 that you are the Receiver of a RTP Payment by posting the funds to your Superior account statement.

RTP Payments are irrevocable and cannot be reversed by the Sender. If Superior receives a request to return an RTP Payment previously credited to your Superior account the Credit Union may attempt to contact you, but will have no liability for failing to do so. Any dispute between you and a Sender must be resolved directly between you and the Sender and Superior will have no liability in connection therewith.

You are not obliged to accept a RTP Payment that is sent to you through the RTP System. If you want to reject one, please contact us at 877.717.2271. The Credit Union will attempt to honor such requests, but will have no liability for failing to do so.

By receiving RTP Payments to your Superior account through the RTP System, you agree that the RTP Operating Rules are applicable to and binding upon you. If you wish to return a Payment received through the RTP System, please contact us at 877.717.2271.

Superior may suspend or terminate your ability to receive RTP Payments at any time, including in the event Superior reasonably suspects you have violated these terms or if you and/or your Superior account become involved in legal proceedings as further set forth in these Rules.

The Credit Union is under no obligation to honor, in whole or in part, any Payment Instruction that could violate applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the Financial Crimes Enforcement Network ("FinCEN"), or the Ohio Department of Financial Institutions.

The RTP System has a network limit of \$1,000,000.00 per transaction. Superior has established lower transaction and daily limits for its RTP Service and may block any attempted RTP Payment that exceeds the RTP Service limit(s). The Credit Union may adjust the above-described limits at any time in its sole discretion and will notify you in the event we lower the limits.

#### *Risk of Loss*

Because RTP payments are irrevocable and cannot be reversed by the Sender, you should only send RTP payments to Receivers you know. If you send a Payment through the RTP System to a Person that you do not know, or you do not verify the identity and legitimacy of Persons before sending a Payment through the RTP System, you may lose the full amount of your RTP Payment. By submitting a Payment Instruction through Superior's RTP Service, you irrevocably and unconditionally authorize Superior to initiate a RTP Payment relying on the Receiver Address Information you provided.

A Sender may request that you return funds you received through the RTP System. If Superior receives such a Request for Return of Funds, the Credit Union may attempt to contact you, but will have no liability for failing to do so.

#### *Fees*

Superior does not charge fees when you send RTP Payments from, or receive RTP Payments for credit to, your Superior account. However, Superior reserves the right to do so at a later time, in which case it will provide you with notice prior to charging any fees.

#### f. Preauthorized Consumer EFTs.

Preauthorized Consumer Debits. Upon instruction, we will pay certain recurring transactions from your share, savings, and checking accounts.

Stop Payment rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

g. Consumer Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

h. Online Banking. If we approve online banking electronic/PC access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts.

At the present time, you may use online banking access service to:

- Obtain account/loan balance information;
- Verify payments of specific checks;
- Withdraw funds from your share and checking accounts;
- Transfer funds from your share and checking accounts;
- Obtain balance information for your share and checking accounts;
- Access your Line of Credit for loan advances by check or transfer;
- Make loan payments from your share and checking accounts;
- Verify the last date and amount of your payroll deposit;
- Other features as added.

Your accounts can be accessed under the online banking access service via personal computer. Online banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access

There is no limit to the number of inquiries, transfers, or withdrawal requests you may make on online banking in any one day.

i. Online BillPay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorized and whom the Credit Union has proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your full payment transfer within a designated number of days before the date you schedule for payments. You must allow sufficient time for the vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following are limitations to the use of the Credit Union's BillPay service:

BillPay maximum transaction amount is \$5,000.00 per individual bill and \$10,000.00 total payments per day;

Bill payments can only be made from your checking account;

Payments cannot be made to payees outside of the United States;

If you close the designated bill payment checking account, all scheduled payments will be stopped;

You cannot stop a payment if the payment has already been processed;

You cannot schedule payments for Federal, State, or Local taxes;

You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Friday, Saturday, Sunday, or holiday will be processed within one to two business days.

## **2. Conditions of Consumer EFT Services.**

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Purchases, cash withdrawals, and cash advances made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date of the cardholder statement posting date. A fee of 1% will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances, and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on you card outside of the U.S., with the exception of US military bases, US territories, US embassies, or US consulates.

d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share, savings, checking, or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**3. Fees and Charges.** There are certain fees and charges for consumer electronic funds transfer services. All charges associated with our consumer electronic fund transactions are disclosed in our Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM/ITM that is not operated by us, you may be charged a fee by the ATM/ITM operator and by any national, regional, or local network used in processing the transaction and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The ATM/ITM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**4. Member Liability.** You are responsible for all consumer EFT transactions you authorize. If you permit someone else to use a consumer EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Card or Card number without your permission, and was either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card or access code. For all other EFT transactions, including ATM/ITM transactions or if you were grossly negligent in the handling of your account or card or access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make by card, access code, or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(419) 223-9746 Or (877) 717-2271

or write to:

Superior Credit Union, Inc.  
4230 Elida Rd  
Lima, OH 45807

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **5. Right to Receive Documentation.**

a. Periodic Statements. Transfers and withdrawals made through any ATM/ITM or POS terminal, Debit Card transactions, HSA debit card transactions, audio response transactions, preauthorized consumer EFTs, online electronic/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM/ITM, POS terminal, or Debit Card transaction with a participating merchant.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (877) 717-2271. This does not apply to transactions occurring outside the United States.

d. Notice Disclosure. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, Superior CU is not required to give next day notice to you of receipt of an ACH item and Superior CU will not do so. However, Superior CU will continue to notify you of the receipt of payments in the periodic statements we provide you.

## **6. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

As necessary to complete transfers;

To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or Merchant;

To comply with government agency or court orders; or

If you give us your written permission.

## **7. Business Days.** Our business days are Monday through Saturday, excluding holidays.

## **8. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:



a. Liability for Direct or Consequential Damages.

If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.

If you used your Card or access code in an incorrect manner.

If the ATM/ITM where you are making the transfer does not have enough cash.

If the ATM/ITM was not working properly and you knew about the problem when you started the transaction.

If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.

If the money in your account is subject to legal process or other claim.

If funds in your account are pledged as collateral or frozen because of a delinquent loan.

If the error was caused by a system of any participating ATM/ITM network.

If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.

If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.

Any other exceptions as established by the Credit Union.

**9. Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will email notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**10. ATM/ITM Safety.** The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM), Interactive Teller Machines (ITM) and Night Deposit Facilities.

Be aware of your surroundings, particularly at night.

Consider having someone accompany you when the ATM/ITM or night deposit facility is used after dark.

If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your Transaction. If it is after the regular hours of the financial institution and you are using an ATM/ITM, do not permit entrance to any person you do not know.

Refrain from displaying your cash at the ATM/ITM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.

If you notice anything suspicious at the ATM/ITM or night deposit facility, consider using another ATM/ITM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.

If you are followed after making a transaction, go to the nearest public area where people are located.

Do not write your personal identification number or access code on your ATM Card.

Report all crimes to law enforcement officials immediately.

**11. Consumer Billing Errors.** In case of errors or questions about electronic funds transfers from your share, savings, and checking accounts, or if you need additional information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at:

(419) 223-9746 or (877) 717-2271

or write to:

Superior Credit Union, Inc.

4230 Elida Rd, Lima, OH 45807

Tell us your name and account number.

Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine if an error has occurred within ten (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 forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

We will send you a written explanation within three (3) 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 you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error..

\*\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM/ITM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

**12. Termination of Consumer EFT Services.** You may terminate this Agreement or any consumer EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

**13. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Ohio and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Superior CU may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Ohio as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Credit given by Superior CU to you with respect to an automated clearing house credit entry is provisional until Superior CU receives final settlement for such entry through a Federal Reserve Bank. If Superior CU does not receive such final settlement, you are hereby notified and agree that Superior CU is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**14. Enforcement.** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, we shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

Superior Credit Union, Inc.  
4230 ELIDA RD  
Lima, OH 45807  
(419) 223-9746 or (877) 717-2271

Rev 12/2023

# NOTES

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# PRIVACY POLICY

## FACTS

### WHAT DOES SUPERIOR CREDIT UNION, INC. 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 overdraft history
- Credit history and credit scores
- Employment information and payment 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 Superior Credit Union, Inc. chooses to share; and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does Superior Credit Union, Inc. 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 to report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	Yes	No
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

#### To Limit Our Sharing

- Call 877.717.2271 or 419.223.9746 – our menu will prompt you through your choice(s) or
- Visit us online: [SuperiorCU.com](http://SuperiorCU.com)

**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 877.717.2271 or 419.223.9746 or go to [SuperiorCU.com](http://SuperiorCU.com)

# PRIVACY POLICY

What We Do	
<b>How does Superior Credit Union, Inc. protect my personal information?</b>	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.
<b>How does Superior Credit Union, Inc. collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or seek advice about your investments</li> <li>• Give us your income information or apply for financing</li> <li>• Show us your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a <i>Superior Financial Solutions, Superior PLUS Realtors, Superior Insurance Services and Superior Title, LLC name.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Superior Credit Union, Inc. does not share with our nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include Affinion, TruStage and CUNA Mutual Group.</li> </ul>

Other Important Information	

# Superior

CREDIT UNION



[SuperiorCU.com](http://SuperiorCU.com)



Phone: 419.246.5900

Toll Free: 877.717.2271

NMLS #746357

