

## **EXCEL FEDERAL CREDIT UNION TERMS, CONDITIONS AND DISCLOSURES OF YOUR BUSINESS ACCOUNT**

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control all of your account(s) maintained by you with us unless otherwise noted by us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these terms and conditions contained herein. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws and the laws of the State of Georgia (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events, which the law does not regulate;
- (3) establish rules for certain transactions or events, which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document, the words "we", "our," and "us" mean Excel Federal Credit Union and its successors in interest and the words "you" and "your" mean the account holder(s) and owner(s) (including any entity in whose name an account is opened), and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Where the word "account" appears herein, it shall mean and refer collectively to any and all accounts maintained by you with us from time to time, whether now or in the future, where the context permits or requires. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations, which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**BANK SECRECY ACT AND USA PATRIOT ACT REQUIREMENTS** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person associated with an account(s). What this means for you and your business: when you open an account with Excel Federal Credit Union, we will ask for and document the following information when opening accounts: full name, permanent physical street address (a post office box may be used for the mailing address), Social Security Number, date of birth, and either an unexpired government issued driver's license, state ID or Passport. If you are a nonresident alien, we will record your Passport number, the name of the country that issued the Passport and your foreign address. This information is gathered for all owners and agents of the business. In addition, appropriate documentation will be gathered to support the legal existence of the business and you authorize us to review, accept and retain copies of these documents on file.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative or agent of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees and court costs.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open. When you deposit or negotiate an item previously endorsed by another party(s), you as the last endorser guarantee that all prior endorsements are valid. In the event such an item is returned unpaid for any reason, you authorize us to debit your account for the amount of the returned item. In receiving items for deposit or collection, we act as your collection agent and assume no responsibility beyond the exercise of ordinary care. Special instructions for handling an item will be effective only if accepted by us and given to us along with the item in question. We will not be liable for default or negligence of any subsequent collecting banks or for items lost in transit. All items are credited subject to final payment and receipt of proceeds by us. Without prior notice to you, we may charge back any item at any time, whether the item is returned or not. You hereby authorize us to pursue collection of previously dishonored items, and in so doing we may permit the payer bank to hold an item beyond the midnight deadline. In the event a check you write and deliver to the payee is lost at any time after the check is deposited at a bank or other financial institution, you authorize us to charge your account with a photocopy of said check unless you have followed all necessary stop payment requirements.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any authorized signer (or their duly appointed agent and attorney-in-fact), acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. You (until we receive written notice to the contrary and have a reasonable time to act on the notice) authorize each other person signing the signature card (or their duly appointed agent and attorney-in-fact) to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a

reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a non-conforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**OWNERSHIP OF ACCOUNT AND AUTHORIZED SIGNERS** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We, in our absolute discretion, shall not be required to maintain a particular account or style of account with any member and we may refuse to open an account, refuse any deposit, limit the amount which may be deposited, return all or any part of a deposit or close the account without advance notice and without liability to you. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. For our Business Account(s) we recognize the following forms of ownership: (a) Sole Proprietorship; (b) General Partnership; (c) Limited Partnership; (d) Limited Liability Partnership; (e) Limited Liability Limited Partnership (f) Corporation; (g) Limited Liability Company; (h) Joint Venture; (i) Incorporated Not For Profit Organization; and (j) Trustee. Prior to opening an account with us you must provide us with all necessary evidence of legal existence and authority to open a particular account. We will rely upon the signature card, resolution or other written designation of authorized signers on any account (including any duly appointed agent or attorney-in-fact) until we have received written notice that the authority has been terminated and we have had a reasonable time to act upon the notice. Each signer, or combination of signers, named on your signature card, resolution or power of attorney is authorized to endorse and deposit items payable to your account, sign checks or drafts, place and remove stop payment requests, make withdrawals, pledge the account as security for an obligation, borrow money on behalf of Owner and in Owner's name and secure same in any manner and otherwise exercise complete dominion and control over the account, as the owner thereof. We do not, however, verify the signatures on every check or draft paid against your account(s), which is in accordance with industry standards. When you receive your monthly statement, you should carefully and promptly examine it to verify only authorized checks and drafts have been paid.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Only the person who initiated the stop-payment order may make a release of the stop-payment request. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**CREDIT UNION'S RIGHT TO SUBROGATION ON IMPROPER PAYMENT** - If we pay an item over your order to stop payment, or after an account has been closed, or otherwise under circumstances giving a basis for objection by you to prevent unjust enrichment and only to the extent necessary to prevent loss to us by reason of its payment of the item, we are subrogated to the rights: (1) of any holder in due course on the item against the drawer or maker; (2) of the payee or any other holder of the item against the drawer or maker either on the item or under the transaction out of which the item arose; and (3) of the drawer transaction out of which the item arose.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS, SUSPENSION OF MEMBER BENEFITS, TERMINATION OF MEMBERSHIP** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are as provided separately herein. For other changes we will give you reasonable notice in writing or by any other method permitted by law. It shall be our policy that, to receive the benefits of membership in the Credit Union, you must actively participate as a member of the Credit Union and support the Credit Union. In the event that you fail to vote at an annual meeting of the Credit Union, or if you fail to utilize the loan or other services of the Credit Union, we may, in our absolute discretion, terminate your account upon reasonable notice to you, or suspend any or all of the benefits of membership in the Credit Union upon reasonable notice to you. In the event that you cause any loss to the Credit Union or if you violate the terms of this agreement, we may, in our absolute discretion, suspend any or all of the benefits of membership in the Credit Union upon reasonable notice to you, and we may take such other action as we deem required or appropriate to terminate your membership in the Credit Union. We may close the account(s) if your membership in the Credit Union terminates, and tender the account(s) balance personally or by mail. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

**STATEMENTS** - You must examine your statement of account with "reasonable promptness." (In lieu of a paper statement, you may receive your statement electronically. Upon your agreement, your statement will be delivered through secure Internet email.) If you request us to mail or deliver your statements to another party, such as your bookkeeper or accountant, or if you request that we hold your mail, you agree that we have made your statements and items available to you when the statement is issued. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to perform either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, missing endorsements or any other errors in your account within thirty (30) days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. If your account provides for your items to be held by us instead of returned to you, you specifically waive any right to receive canceled checks or other items with your statement. Canceled checks and other items will be deemed to be made available to you when your statement is made available. We will keep the original items for a limited time. After which we will keep

copies for as long as required by law. We will provide copies of checks upon written request. We may charge a fee for providing such copies. You continue to be responsible for notifying us promptly in writing of any dispute or difference of account for any reason, including unauthorized signature, lack of signature, unauthorized electronic identifier, alteration or irregularity with the time periods described previously. We are under no duty to retain the original of any canceled check. Because of high volume of items we must process and the largely automated nature of such process, you agree that we will not be considered to have failed to exercise ordinary care if we examine items pursuant to a manual or other procedure that represents a random sampling of items drawn on all accounts, or that meets certain minimum criteria which we may establish for inspection.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**RIGHT TO REPAYMENT OF INDEBTEDNESS / SETOFF** - You hereby pledge, assign and grant to us an ongoing and continuing security interest in all shares, dividends and accounts owned and maintained by you with us and all share certificates issued by us to you as identified on our records from time to time, together with all moneys now or hereinafter deposited therein, all dividends, interest and other income thereon, and all cash and non-cash proceeds of all of the foregoing, to secure the full performance and payment of all obligations and debts owed by you to us, however created or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. You agree that we may (without prior notice and when permitted by law) charge against and deduct from any account you maintain with us (even if by doing so results in an interest penalty or dishonor of checks), and liquidate any share certificate issued by us to you to satisfy any due and payable debt owed to us now or in the future, by you or any person or legal entity having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fed wire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us.

**IRS REQUIREMENTS** - Taxpayer Identification Number (TIN). Internal Revenue Service (IRS) requires us to obtain the taxpayer identification number (TIN) applicable to the account. For individuals, this is your Social Security Number (SSN). For businesses, this is your Employer Identification Number (EIN). If you are a Sole Proprietor, you may use your SSN or EIN. IRS also requires you to certify under penalty of perjury that the TIN provided is correct and they are not subject to backup withholding. This certification is completed on the signature card, a similar substitute W-9 or on IRS Form W-9, Request for Taxpayer Identification Number and Certification. If this information is not provided, we are required to withhold a percent of the interest earned on the account, referred to as "backup withholding." Additionally, the IRS may assess a fine for not complying with its requirements.

**TELEPHONE MONITORING** - You agree that we may record any telephone conversation with you to monitor the quality of service you receive and to verify transaction-related information.

**AGENCY AND FIDUCIARY ACCOUNTS** - Any individual acting as an Agent, Guardian, Personal Representative, Trustee, and Custodian or in some other fiduciary capacity must present the appropriate document(s) that support such authority or designation. We have the right to review, accept, copy and retain these documents on file. We are not liable for the misapplication of funds from your account by your agent.

**POWER OF ATTORNEY** - We may reasonably refuse to honor or accept a power of attorney to open, close, deposit, or withdraw funds from your account or to supply endorsements on checks or any other items or to take any other action with respect to your account.

**BOOKKEEPERS** - In the event you authorize any third person, such as a bookkeeping service, to retain possession of or prepare items for you, you agree to assume full responsibility for any errors or wrongdoing by such third person or any of its employees if we should pay such items. Furthermore, you should immediately report the theft or loss of any items imprinted with your account number or name. If you fail to report such a theft or loss, you will assume full responsibility if we should pay such items. We may pay items with a signature bearing any resemblance whatsoever to any authorized signer on the account.

**PAYMENT SUSPENSION** - We may, but shall be under no obligation, to suspend payment on your account under the following circumstances: (a) If we, in our reasonable discretion, determine that the ownership of funds or the right to make withdrawals from your account is in dispute. For purposes of this section, "dispute" shall include such disputes between you and us involving the account and

disputes between you and an authorized signer or other joint owner, or where a third party takes action with respect to the account, regardless of whether we are actually involved in such dispute; (b) You owe us or any of our affiliates money; (c) You have committed an allegedly fraudulent act, or, if any claim, whether oral or written, has been made upon us due to your actions; (d) Upon notice of a bankruptcy filing. Payment will be suspended on your account until the dispute, allegation or problem is resolved or determined to our satisfaction. In the event we receive a documented claim for a forged, irregular, altered (including payee and dollar amounts), or unauthorized endorsement on a check or draft deposited into your account or if we receive a documented claim that an item or amount was deposited in your account in error, we are authorized to debit your account for the amount of the claim or for the deposit made in error, without prior notice to you. We will have no liability to you for honoring the claim or correcting the error. You agree to be liable to us for any loss, costs, or expenses, to the extent permitted by law, that we incur as a result of any dispute involving your account.

**DISPUTE RESOLUTION/JURY TRIAL WAIVER** - Should any dispute arise between you and us relating to the account and if following the good faith negotiation of the dispute, it cannot be resolved, it shall be submitted to binding arbitration and the decision of the arbitrator shall be final. Each arbitration, including the selection of the arbitrators, will be administered by the American Arbitration Association (the "AAA") pursuant to the commercial arbitration rules of the AAA. The provisions of the Federal Arbitration Act will govern each arbitration.

The arbitration shall be conducted at the nearest office of the AAA mutually agreed upon by you and us. We both agree that each of us shall be liable for our own costs and expenses related to the arbitration; however, we both further agree that the non-prevailing party, as determined by the arbitrator, shall be liable for the arbitrator fees and any arbitration facilities expenses. Neither this arbitration agreement nor any rights afforded there under, shall in any way affect or impair our consensual security interest in your shares, accounts and share certificates, or prohibit us from exercising self help remedies there under or afforded by our statutory lien rights or otherwise.

**YOU HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF THESE TERMS AND CONDITIONS OR RELATING TO THE ACCOUNT AS PERMITTED UNDER APPLICABLE LAW.**

**DORMANT OR ABANDONED ACCOUNTS** - With the exception of Time Deposits and IRAs, an account is deemed to be "inactive" during that period of time in which you have not made any deposits or withdrawals from the account. Electronic (ACH) deposits or debits do not qualify as deposits or withdrawals made by you. An account will be classified as "dormant" when the account has been inactive and we have had no contact with you for one year (12 months) and your account statement has been returned by the post office as undeliverable for any reason. However, Georgia Savings Accounts are classified as "dormant" when your account is inactive and we have had no contact with you for five (5) years and your account statement has been returned by the post office as undeliverable for any reason. In accordance with governing state law, accounts which have been dormant for the statutory number of years will be transferred to the state.

**LEGAL PROCESS AGAINST ACCOUNT** - If we are served with any court order or similar process, or if we are required to suspend payment by any law or regulation including, but not limited to those issued by the Office of Foreign Assets Control or FinCEN, we may suspend payment or comply with the terms of the order or similar process on any account that we believe to be affected by the order. Payment will be suspended until final resolution of such court order or similar process or until the applicable law or regulation authorizes resumption of payments, even though such suspension or compliance may be due to inadvertence or error due to similarity of names of depositors or other mistakes. If your account is attached, garnished or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay a check you have written. If we incur expenses including, without limitation, reasonable attorney's fees in responding to a court order or similar process that is not otherwise reimbursed, we may charge such expenses to your account without prior notice to you. Any attachment, garnishment or other levy against your account is subject to our right of offset and security interest.

**MISCELLANEOUS** - The Terms and Conditions of Your Account, together with the Website Terms and Conditions, Online Banking and Bill Pay Terms and Conditions and other applicable disclosures as amended from time to time when transactions are processed through NetBranch at [www.excelfcu.org](http://www.excelfcu.org), shall govern any and all future accounts which you may enter into with us. This agreement supersedes any and all prior agreements between you and us governing your accounts.

### **FUNDS AVAILABILITY POLICY DISCLOSURE YOUR ABILITY TO WITHDRAW FUNDS**

This Disclosure describes your ability to withdraw funds at the 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.

**Your Ability to Withdraw Funds at Excel Federal Credit Union** - Our policy may delay the availability of funds that you deposit in your account. During the delay you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

**Determining the Availability of a Deposit** - The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before 4:00 p.m. 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 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability** - Funds received from the following deposits are available immediately upon deposit:

- Funds from electronic direct deposits to your account

If you make the deposit in person to one of our employees, funds from the following deposits are also available immediately upon deposit:

- Cash

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or deposit in the night drop), funds from these deposits will be available on the first business day after the day of your deposit.

**Next-Day Availability** - Funds from the following deposits are available on the first business day after your deposit, provided the deposit items are made payable to you and you make your deposit in person to one of our employees:

- Wire transfers
- Checks drawn on Excel Federal Credit Union

- Checks issued by the U.S. Treasury, State and local governments, Federal Reserve Bank, and Federal Home Loan Bank
- Official checks issued by a financial institution described as Cashier's, Certified, Official and Teller
- U.S. Postal Service Money Orders
- Travelers Checks

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or deposit in the night drop), funds from these deposits, except for deposits of U.S. Treasury checks made payable to your business, will be available on the second business day after the day of your deposit.

**Other Check Deposits Subject to Second-Day Availability** - The first \$100 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the **second** business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday

**Foreign Checks** - Checks drawn on financial institutions located outside the United States of America ("U.S.") (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from 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 institution upon which it is drawn.

**Deposits at Proprietary ATMs and Night Depository Locations -**

Funds from deposits, provided the deposit items are made payable to you, made at automated teller machines (ATMs) that we own or operate and our night depository locations will be available as follows:

- Cash, checks drawn on Excel Federal Credit Union, checks issued by the State and local governments, Federal Reserve Bank, and

Federal Home Loan Bank and Official checks issued by a financial institution described as Cashier's, Certified, Official and Teller – these deposits will be available on the second business day after the day of your deposit. Checks issued by the U.S. Treasury will be

available on the next business day after the day of your deposit.

- Other checks – these deposits will be available on the second business day after the day of your deposit.

**Deposits at Non-proprietary 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 that we own or operate. All ATMs that we own or operate are identified as our machines and have our name or logo on the introduction screen.

**Longer Delays May Apply** - Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit check(s) totaling, in aggregate, more than \$5,000 on any one banking day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

**Special Rules for New Accounts** - If you are a new member, the following special rules will apply during the first 30 calendar days after your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Cash will be available on the day we receive the deposit if you make the deposit in person to one of our employees. Funds from deposits of wire transfers, and the first \$5,000 of a days' total deposits of Cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first Business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits are generally available on the ninth business day after the day of your deposit. However, we may place longer holds on certain items for other reasons, such as large deposits (see "Longer Delays May Apply" as noted above).

**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.

**Special Rule for Credit Unions** - Dividends will begin to accrue on the business day we receive and post your deposit.

### **UNLAWFUL INTERNET GAMBLING NOTICE**

Restricted transactions as defined by Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

### **COMMON FEATURES**

**BYLAW REQUIREMENTS** - Payment of one share in your Savings account is a condition of admission to membership.

**TRANSACTION LIMITATION** - We reserve the right to, at any time, require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**NATURE OF DIVIDENDS** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**NATIONAL CREDIT UNION SHARE INSURANCE FUND** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

## FEE SCHEDULE

**The following fees may be assessed against your account(s) and the following transaction limitations, if any, apply to your account(s).**

Automatic transfer of funds from a Savings account to a Checking account (this fee will be applied against your share draft account)	\$5.00 per item
Membership entrance fee	\$5.00
Draft printing (fee depends on style of draft ordered)	market price
Checks deposited	\$0.00 per item
Drafts cleared	\$0.00 per item
Deposited checks (and other items) returned unpaid	\$10.00 per item
Dormant account fee	\$5.00 monthly
Incorrect address fee	\$5.00 monthly
Periodic statement (paper version)	\$5.00 per item
Nonsufficient funds - each	\$26.00 per item
Nonsufficient funds ATM withdrawal	\$26.00 per item
Nonsufficient funds preauthorized withdrawal	\$26.00 per item
Account activity printout	\$2.00
Account research	\$26.00 per hour
Records retrieval fee	at cost
Account balancing assistance	\$26.00 (per hour after first statement)
Photocopy	\$1.00 per page
Copy of draft	\$2.00 per item
Stop Payments – each	\$26.00 per item
Stop payments – series	\$30.00
Domestic wire transfer (incoming)	\$10.00 per item
Domestic wire transfer (outgoing)	\$12.00 per item
Foreign wire transfer (incoming)	\$10.00 per item
Foreign wire transfer (outgoing)	\$55.00 per item
Account closed within 90 days of opening	\$10.00 per item
Collection item in/out - domestic	\$15.00 per item
Collection item in/out – foreign – plus any correspondent bank fees	\$25.00 per item
Plastic card replacement fee	\$5.00 per item
Minimum balance fee	\$15.00 monthly (below \$1,500)
Business Bill Pay (includes 15 transactions per month)	No charge
Business Bill Pay transaction fee (after exceeding 15 per month)	\$.50 per transaction
Third party official check	\$3.00 per item
Traveler's checks	\$1.00 per \$100.00

Note: Some fees may be avoided based on deposit account relationship and/or daily balance.