

## TERMS AND CONDITIONS FOR SAVINGS (SHARE) AND SHARE DRAFT ACCOUNTS

By signing a Membership Card and receiving approval from a Membership Officer, you have become a member of One Vision Federal Credit Union ("Credit Union") with all the rights and privileges therein. By signing the Membership Application and Agreement or any other documents to give you access to accounts or services, you have authorized the Credit Union: to verify any information provided on the Membership Card; to verify any information provided by you on future documentation to gain access to accounts and services; to check your financial history; to obtain consumer reports about you; and to answer questions about your experiences with the Credit Union.

By signing and selecting the accounts and services you desire on the Membership Card or any other agreement cards (hereinafter individually or collectively referred to as "Signature Card"), you have opened the various savings, share draft accounts, and services designated by the account number on the Signature Card and you have agreed to be bound by these terms and conditions, the Truth-in-Savings Rate and Fee Schedule, terms and conditions disclosed for particular accounts or services, and by our bylaws, amendments to the bylaws, and federal and state rules and regulations which govern the services offered by us (collectively referred to as "Agreement"). Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. As used in this Agreement, the words "we", "our", and "us" mean the Credit Union and the words "you", "your", and "yours" mean the Member and any individuals who own the account.

**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.

**MEMBERSHIP.** You are eligible to join the Credit Union provided you are an individual or entity qualifying under the field of membership of the Credit Union and must maintain a Prime Share Account in your own name. You also must maintain a minimum balance of at least par value of a share in your Prime Share Account, failure to do so will terminate your membership. Your Prime Share Account will be maintained as any other savings account. By your signature you have authorized us to check your financial history, including reports about your employment, credit and checking history and to verify your eligibility for the accounts and services you have requested. You may retain your membership for life, providing your membership is active and in accordance with our bylaws.

**FAMILY MEMBERS.** You are eligible to join the Credit Union provided you are related to a member by immediate family. The immediate family is defined as spouse, child, sibling, parent, grandparent, grandchild, stepparents, stepchildren, stepsiblings and adoptive relationships. Household unit eligibility is defined as persons living in the same residence maintaining a single economic unit.

**ACCOUNT OWNERSHIP OPTIONS.** An "Account" means any Savings, Share Draft, or Term Account designated on a Signature Card by you. You can set your Account up as either a **single ownership**, where the Account belongs only to the member, no one else has access to the funds; or **joint ownership**, where the Account has two or more owners, each owner has the right to access the Account individually. The primary person on the Account must be a member. A joint owner does not have to be a member.

A **single ownership Account** may be held by any individual, corporation, partnership, trust or other organization qualified for Credit Union membership. The interest of a deceased individual owner will pass to the decedent's estate or Payable on Death ("POD") beneficiary under applicable laws and subject to any provisions of this Agreement governing withdrawal and transfer requests prior to notice of the owner's death.

A **joint ownership Account** may be held by two or more persons and shall be held with **rights of survivorship**, unless otherwise requested in writing by the owners. Upon the death of one of the Account owners, that individuals' interest will become the property of the surviving joint Account owners. If the primary member dies, the Account may not be maintained unless one of the joint Account owners is eligible for membership and so exercises his/her right.

Any **joint owner** is authorized to act for the other owner(s) and we may accept requests, orders, and instructions regarding the handling of the Account from any joint owner. In order to change the ownership or termination of the Account, we reserve the right to require written consent of all joint owners. Any joint owner may withdraw all available funds, stop payment on items drawn on the Account, transfer, pledge all or any part of the shares of the Account without the consent of the other joint owner(s). The primary member is the only person who may authorize the withdrawal of the minimum required shares and the closure of the Account. We have no duty to notify any joint owner of the action of the other owners. If we receive conflicting instructions from joint owners or receive written notice of a dispute between joint owners, we may require a written agreement from all joint owners of the Account, require a court order to act, or may suspend or terminate the Account.

Each **joint owner** is jointly and severally liable to us for any amount of a returned deposited item or overdraft, and any charges created thereby, regardless of which joint owner created the overdraft, deposited or cashed the item or benefited from the transactions. We have a lien against the Account for any indebtedness of any joint owner and may enforce our rights against any or all funds in the joint Account, regardless of who contributed the funds to the Account. If a joint owner tenders written release of his/her rights to the joint Account, that joint owner is still liable for funds and fees accrued or owed at that time, whether or not they have been assessed at that time, regardless of which joint owner caused the obligation.

**SAVINGS (SHARE) ACCOUNTS.** Savings Accounts are not transferable except on our books. Savings Account includes the Prime Share Account and any special account designated by you, such as Special, Insurance, and Vacation accounts, and will be governed by this Agreement and any other restrictions given to you at the time of opening the Account or amendments made to the Account from time to time.

**SHARE DRAFT (CHECKING) ACCOUNTS.** This is a transaction account and it may be accessed by Credit Union approved share drafts (checks), electronic funds transfer items, Debit or ATM card, OnLine Vision, in person, or by other access services offered by us. Share draft accounts may have automatic overdraft protection from designated Savings Accounts or from an approved line-of-credit, if funds are available. Share Draft Account includes Gold and Money Market Accounts as designated by you.

**OTHER ACCOUNTS.** The Credit Union offers other accounts, such as Share Certificates, Christmas, Money Market, and Individual Retirement Accounts ("IRA"), that are covered by these rules and special rules disclosed to you at the time of opening the Account, including the Rate and Fee Schedule. Your Savings are not transferable, except as required or permitted by law or Credit Union Policy.

**POD ACCOUNTS.** Completion of the POD beneficiary designation section of the Signature Card creates an Account payable to the owner or owners during their lifetimes, and upon the death of the last owner, payable to the named beneficiaries. Accounts payable to more than one beneficiary are owned jointly without rights of survivorship between the members. Unless otherwise designated by law, we have no obligation to notify any designated beneficiary of the existence of the Account or any vesting interest in the Account. IRA accounts are governed by separate beneficiary designation.

**MINOR ACCOUNTS.** A minor may establish any savings Account with us, however, we reserve the right to require a guarantor of at least 18 years of age, who shall be primarily liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. We may make payments directly to the minor unless we receive written notice from the minor's guardian to withhold payment from the minor and we have had a reasonable time to act on such notice. Unless the guardian is a joint owner of the Account, the guardian shall not have right to access the Account. We have no duty to inquire of the use or purpose of any transaction by the minor or joint Account owner. We shall not change the Account status when the minor reaches age 18, unless authorized in writing by all Account owners.

**TRUST ACCOUNTS.** Trust accounts may be a simple trust or a Living Trust Account held by one or more trustees or custodians pursuant to a written document. One of the beneficiaries or grantors must be eligible for membership. We are under no obligation to act as trustee or custodian, to inquire as to the powers or duties of the trustee(s) or custodian(s), or to inquire of the use or purpose of any transaction by the trustee or custodian. We may place an administrative hold on the Account, in the event of the death of a trustee or custodian until receiving instructions from any person authorized by law or by court order.

**POWER OF ATTORNEY/AGENCY.** If you have a Power of Attorney on file with us, then the person with authority to sign can withdraw funds and perform other transactions for you. An agency designation authorizes another person to make certain transactions on designated Accounts. The Attorney in Fact or the Agent does not have ownership in the Account or voting rights in the Credit Union. We have no duty to inquire of the use or purpose of any transaction.

**SHARE DEPOSIT INSURANCE.** All accounts are federally insured up to an aggregate amount of \$250,000 by the National Credit Union Administration, a U.S. Government Agency.

**BUSINESS AND ORGANIZATION ACCOUNTS.** Accounts held in the name of a member, organization, or association for business purposes (collectively "company") are governed by this Agreement and the following additional rules. The Account owners agree to inform us of the persons authorized to transact business on behalf of the company. We may rely on the Account owner's written authorization until such time we are informed in writing of any changes and have reasonable time to act on said notice. We may require that third party checks payable to the company may not be cashed, but must be deposited to an Account that has the proper D.B.A. documentation on file. Unless we have written notice of any wrongdoing, we shall have no notice of any breach of fiduciary duties arising from a transaction by any employee or agent of the company.

**SERVICES.** You may take advantage of the various services offered by us as long as your account remains in good standing. Such services include a full array of savings instruments, loan products, and financial services. To take advantage of a product or services, you must request the service, which may include an application and approval process.

Among the services offered is the use of **ATM/POS machines**. These devices are available to you and are governed by the rules and regulations of the shared system which operate said services. Any restrictions imposed on these services are available to you upon request.

When you use an ATM or a night depository, especially at night, it is at your own risk. We make every effort to secure all electronic transmitted information through up to date technology. It is your responsibility to protect any electronic device that you use in connection with your Accounts, including but not limited to, credit cards, debit/ATM cards, audio response, internet banking or other such future services that may be offered.

Due to the Privacy Act we are unable to provide information over the telephone or via email unless a Privacy Code Word has been established for your Account.

**DEPOSITS.** You can deposit any amount of money you wish into your Account at any branch during our normal business hours. Deposits may be made for all Accounts, if permitted by law, by telephone transfer, at an ATM (if accepted at the individual ATM), by mail, through direct deposit of your recurring payments, such as social security benefits and salary, or by automatic transfers (including audio response and home banking) from other accounts with us.

All deposits are accepted by us subject to verification. You should retain your copy of the receipt and any other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt. You should not mail cash deposits. We will not be liable for any deposit which we do not receive. We shall not be responsible for deposits made by mail or at an unstaffed facility (such as an ATM or a night depository) until we actually receive the item. Use of unstaffed facilities is at your own risk until we have examined and verified the cash or items. We reserve the right to make adjustments to your Account for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of final payment. If final payment is not received, we will charge your Account for the amount of those deposits, for any dividend earned on those deposits and for our return of deposited item charge as well, even if those deposits have already been made available to you. If this charge creates an overdraft, you agree to pay us the amount of the overdraft immediately and we may charge your Account a service charge for the overdraft. We receive final payment for deposit items at different times depending on the location of the financial institutions or other parties who will pay the items. Our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. If we must pay any fees to collect your deposit, we will charge them to your Account and we may impose a service charge for the collection. We reserve the right to refuse or to return all or part of a deposit for collection at any time.

**ENDORSEMENTS.** The law allows us to supply a missing endorsement to a deposited check, draft, or other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or under any other circumstances in our sole discretion. If a government, insurance, or other check or draft requires an endorsement set forth on the back of the check or draft, we may require endorsement as set forth on the item. Federal law specifies locations on drafts and checks for your and our respective endorsements. The allowable endorsement space for you measures 1 1/2 inches from the "trailing edge" of the item. (The trailing edge of an item is the edge where the words "pay to the order of" appear on the opposite side). If our endorsement is illegible because you have endorsed the item in the wrong location or if any other markings you or any prior endorser has made on the item cause any delay or error in processing the item for payment, you will be liable for any resulting losses.

**ELECTRONIC/ACH CREDITS & WIRE TRANSFERS.** If you receive a credit to your Account through the Automated Clearing House ("ACH") network (i.e., payroll checks, social security and retirement checks, or other government checks), the rules of the National Automated Clearing House Association shall govern. Wire transfers are governed by the Federal Reserve Regulation J and the Indiana UCC. When you agree for us to receive funds by wire or ACH transfer, we are not required to give you notice at the time the funds are received. Instead, we will notify you of the credit on your regular Account statement. Please refer to our Electronic Funds Transfer and Wire Transfer Disclosures or ask a Credit Union employee for assistance.

**WITHDRAWALS.** Money can be withdrawn from your Account in different ways, as permitted for each type of Account.

If you make withdrawals by share draft, the share draft must be properly completed and signed by you or your representative whose authority is on file with us. We are authorized to recognize your signature, but are not liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature on such item is not genuine. We strongly suggest that you use those share drafts which have your Account number already printed on them.

We are only required to permit a withdrawal if you have sufficient available funds in your Account to cover the whole amount of the withdrawal. Share drafts or other debit items presented against insufficient Account balances or available funds are subject to a service charge and will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The determination of an insufficient Account balance may be made by us at any time between presentation and our return deadline with only one review of the Account required. We have no duty to notify you of an insufficient draft. If there are sufficient funds to cover some but not all of your withdrawal orders, we will allow those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we choose to allow withdrawals for which there are not sufficient available funds, you agree to immediately repay us the funds advanced to you. We will also assess your Account a service charge. At no time shall we be required to allow you to overdraw your Account even if we had allowed such activity on one or more previous occasions.

We reserve the right to require you to give notice in writing of any intended withdrawals from any Account of not less than 7 days and up to 60 days in accordance with applicable law before such withdrawals. However, if we permit you to make withdrawals without giving us notice, we may still require you to give us notice at a later time.

In writing share drafts, we strongly suggest that you date them with the current date. We will not have liability to you for paying share drafts which are postdated, stale dated or do not bear a date. We are under no obligation to examine for postdated or stale dated drafts and are under no obligation to pay a draft or check drawn on your Account which is presented more than 6 months after its date.

Share drafts are truncated (not returned with your monthly statement) but are itemized on the monthly statement in a manner so that you may determine if the item was authorized by you or by a person you authorized to perform the transaction. The non-return of the items to you does not relieve you of your obligation to examine all transactions made to your account. Microfilm copies of share drafts are available to you as set forth on the Rate and Fee Schedule.

**STOP PAYMENT.** You may stop payment on any share draft, telephone, or pre-authorized transfer order. Stop payment procedures for pre-authorized transfer orders are explained in your Electronic Funds Transfer Disclosure. In order for your stop payment order on a share draft or other similar item to be considered timely, we must receive your order at a time and in a manner which give us a reasonable opportunity to act on it prior to payment. A written stop payment order is effective for 6 months and may be renewed for additional 6 month periods. An oral stop payment order is effective for 14 days, unless you confirm it in writing with us during that time. If an oral stop payment order is confirmed, it is effective for 6 months from the time the order was first given orally. We will accept stop payment orders provided they are properly authorized by any person with signing authority on your Account, regardless of who initiated the draft or other withdrawal order.

Stop payment orders are subject to our current charge for that service as set forth in the Rate and Fee Schedule. You may not stop payment on any certified draft, disbursement (teller) check, or any other withdrawal order guaranteed by you or the Credit Union. You may place a stop payment order at the office, or by calling us at the number, or writing us at the address, shown on your statement.

We will request the following information about the draft or other withdrawal order to be stopped: Account number; amount; draft or item number; name of party to be paid; date; and your name and address. You are responsible to review the written stop order and report any errors to us. Stop payment orders are processed by computer. Unless the amount of the draft or other transfer or withdrawal order and other information are reported absolutely accurately, we cannot assure you that the item you want stopped will not be paid. If the item is paid through no fault of yours, we will only be liable for actual damages you incur, not to exceed the amount of the item.

**DIVIDENDS.** Dividends will be calculated on your dividend bearing Accounts and credited directly to your Account as set forth in our Rate and Fee Schedule. The Rate and Fee Schedule sets forth the following information (which is incorporated in this Agreement by reference): rate information; nature of dividends; compounding and crediting of dividends; accrual of dividends; balance information; and account limitations. Your dividend rate and annual percentage yield may change. At our discretion, we may change the dividend rate on your Account(s) at any time without notice to you. We may also change the manner in which the dividend is calculated and/or credited to your Account, by mailing notice of such change to you, by posting the change in our office, by making such information available upon request in our office, or in any other manner permitted by law. If you desire current dividend rate and annual percentage yield information, please ask at the office.

We reserve the right to calculate dividends for those dividend bearing Accounts which are used for personal, household or family purposes in a manner different from those dividend bearing Accounts which are used for business or other non-personal purposes.

We must report dividends on your Account to the appropriate government agencies. It is your responsibility to give us your correct social security number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the dividend earned on your Account, as required by law. You may also be subject to government penalties.

Dividends are based on current earnings and available earnings of the Credit Union, after providing for required reserves.

**ACCOUNT TRANSACTION LIMITATIONS.** For Savings Accounts, you may make unlimited withdrawals (checks directly to you) or transfers (between your savings and loan accounts at the Credit Union) by mail, ATM (if we have permitted you to establish such account on your Card) or in person; you may, however, make no more than a total of 6 transfers to other accounts or to third parties during each monthly statement period when these are made by pre-authorized, automatic, telephonic, or audio response transfer, and no more than 3 of the 6 transfers may be made by use of a debit card, draft or similar order payable to a third person. The Rate and Fee Schedule sets forth the transaction limitations for each type of account offered by us.

We reserve the right to prevent transfers which exceed the above limits or to monitor these transactions after they occur. Where we observe that the number of transactions exceeds the above limits, we will contact you for corrective action. Where excessive transactions continue to occur, or where the number of transactions shows little attempt to stay within the limitations, we reserve the right to refuse or reverse a transfer, to close the Account, to convert it to an Account without transfer limitations, and to impose a charge.

No member may withdraw shareholdings: That are pledged as security on loans without written approval of the proper Credit Union officer or committee, except to the extent that such shares exceed the member's total primary and contingent liability to us. Below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower or if he/she is a co-maker, endorser, or guarantor for a borrower that is delinquent, without written approval of the proper Credit Union officer or committee.

**CHARGES.** Your Account may be subject to various charges, including item charges, a monthly service charge and charges for the use of certain Account services, including

electronic services. You authorize us to deduct these charges directly from your account. Please be aware that these charges reduce your Account balance and may cause you to become overdrawn or your outstanding drafts or other orders to be returned unpaid.

If funds in your Account are attached, garnished, or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. You agree to reimburse us for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding drafts and other orders to be returned unpaid.

All charges and other fees mentioned in this Agreement or otherwise applicable to your Account are detailed in our Rate and Fee Schedule, a copy of which has been given to you, and which is part of this Agreement. We reserve the right to make changes to our fees and other charges from time to time. Such changes will become effective upon posting the changes in our branch offices or upon delivery of the changes to the last address which you have specified for the Account or otherwise as required or permitted by law.

Each of you also agree to be jointly and severally (individually) liable for any account shortage resulting from charges and overdrafts, whether caused by you or another with access to the Account. This liability is due immediately, and can be deducted from the 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.

**STATEMENTS.** We will make available or send a monthly statement to the last address which you have specified for your Account. For Savings Accounts, we will send this statement quarterly and for any month in which an electronic funds transfer has occurred. This statement will list all activity which relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. If you fail to notify us within a reasonable time period of any problem which appears on the statement, you may lose certain legal rights.

Your statement covers all of your Accounts that are listed under a single Account Number, including savings, share certificates, individual retirement accounts, and loans. You understand that as such any or all joint owners have access to this information. You agree that we are permitted to give any joint owner on the Account the information that is contained on such consolidated statement, even if some joint owners are not joint on all of the Accounts listed under a particular Account Number. To receive statements electronically (if available), you must request this service and must properly sign any required documentation. If you choose to receive your statements electronically, then you are responsible for following the instructions to properly do so.

Please notify us of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. It is your responsibility to keep your address current. You can notify us of an address change in person or by mail. The request must be signed (physically or electronically, if available) by an account owner or it cannot be honored.

**OTHER SERVICES.** If you use other services (for example, direct deposit, ATM, audio response, etc.) in connection with your Account, and there is any inconsistency between the terms and conditions stated for those services and this Agreement, then the terms and conditions stated for the additional services shall control, but only to the extent necessary.

**DEATH/INCOMPETENCE OF ACCOUNT OWNER.** Following the death or the adjudication of incompetence (by court order) of an Account owner, the amount credited to the Account shall be payable in accordance with applicable law. This includes our right to pay any drafts and to carry out any transfer orders authorized by the deceased Account owner for a period of 10 days after the date of death, unless we receive instructions to stop payment on those orders from a surviving joint owner, in case of a joint Account, or the legal representative of the deceased member, in the case of a single Account. In the case of an adjudicated incompetent Account owner, we may process deposits and pay withdrawals and transfers on the Account until we are properly notified of the proceedings and have had a reasonable opportunity to act on it. Each joint Account owner agrees to notify us upon the death or adjudication of incompetence of any other joint owner. We reserve the right to refuse withdrawals from your Account until legal requirements are complied with.

**INACTIVE ACCOUNTS.** If your account is inactive (no deposits or withdrawals) and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account to the appropriate state authority, as abandoned property. Funds in an inactive share draft account will be transferred to your prime share account and the share draft account will then be closed. If your Account is inactive for the period of twelve months or more, we reserve the right to impose an inactivity charge on your account. You also agree that if your Account becomes inactive, it will be subject to any new fees or fee increases which go into effect during the period of inactivity.

**MONEY OWED.** If you have a loan with us we have the right, unless otherwise provided for in the loan, to set off the balance in the Account to pay in whole or in part any outstanding loan balance that you or your joint owner may have. This includes any relationship where you have signed lending documents with us, including as an endorser or guarantor, which makes you legally liable to us.

In addition, you and any joint owners give us a lien on the balance in any Account in your individual or joint names to secure the payment of any other obligation to us of any joint owner. This shall apply to all Accounts, including joint Accounts owned by husband and wife. Obligations shall include, but not be limited to, overdrafts or overpayments, whether caused by error, mistake, inadvertence or otherwise.

We may use the funds in your Accounts to pay the amount which is due and owing, to the extent permitted by law. We may exercise this right without advance notice to you and without regard to any other right which we may have against you or any other party.

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

**CLOSING THE ACCOUNT.** You or the Credit Union can close your Account at any time for any reason. Reasons for such action include, but are not limited to, the following: a change in owners or authorized signers; a forgery or fraud reported or committed involving your Account; a dispute as to ownership of the funds in the Account; any share drafts, PIN or debit card lost or stolen; excessive returned unpaid items not covered by overdraft protection; any misrepresentation or any other abuse of any of your Accounts; inactivity of your account; or, if we reasonably believe it necessary to prevent a loss to the Credit Union. We reserve the right to require the consent of all joint Account owners for closing of a joint Account. You will still be liable to us for any service charges or overdrafts which may occur after an Account is closed.

**TERMINATION OF MEMBERSHIP.** You may terminate your membership with us after giving notice of your intent to withdraw from membership. You may be denied services or your membership may be terminated by us for any reason allowed by applicable law, including causing a loss to the Credit Union. Further we may close any of your accounts or terminate any of your services when: a change or dispute arises as to the Account's ownership; dispute concerning amounts deposited or withdrawn; fraud/forgery or unauthorized use has occurred; returned items or overdrawn activity is abusive or causes negative balances; any misrepresentation by any account owner as to the accounts or services used; or such other activity that may cause a loss to the Credit Union.

**ACCOUNT SECURITY.** If you wish to report any irregularity with respect to your Account, you should contact us immediately at the number shown on your statement or at any branch office. We may require you to close your Account or transfer the balance to another Account to prevent security risks, at our discretion.

Not transferable - Your Savings are not transferable, except as required or permitted by law or Credit Union Policy.

**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 for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such 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 trade area served by us. You grant us the right to rely exclusively on the form of the Account and the terms in this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

**SPECIAL ACCOUNT INSTRUCTIONS.** You may request us to handle certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account most appropriately meets the 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 other protection.

**AMENDMENT/WAIVER.** We reserve the right to amend this Agreement from time to time. An amendment will be effective upon posting the amendment in our offices or upon delivery of notice to the last address which you have specified for your Account or otherwise as required or permitted by law. If notice is given by mail or e-mail (if authorized to communicate with you by this means), only one notice will be required in the case of a joint Account. Any waiver of any term or condition stated in this Agreement must be in writing and signed by a Credit Union authorized employee and shall not be considered a waiver of any future obligation or right.

**SEVERABILITY.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

**GOVERNING LAW.** This Agreement is governed by the laws and regulations of the state of Indiana and the United States of America, as amended from time to time.

**DISCLOSURES.** In connection with your Account, we may give you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement. These disclosures may be made by electronic means if so authorized by you.

**INFORMATION.** You authorize the exchange of information concerning you or your financial transactions among us and those companies providing services to us. You agree that we may disclose information according to law to third parties seeking information about your account. We may release information according to your written and signed instruction of general or specific nature. You also agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## Important Information About Procedures for Opening a New Account

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 who opens an account.

What this means for you; When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying objects.



Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of  
the United States Government.

*The information contained herein is accurate and effective as of Oct. 7, 2008. If you have any questions or require current rate information on your Accounts, please call us or stop by our office.*



**206 W. LEWIS & CLARK PKWY  
P.O. BOX 2007  
CLARKSVILLE, INDIANA 47131-4149  
(812) 945-4600**

**2441 STATE STREET, SUITE A  
NEW ALBANY, INDIANA 47150  
(812) 948-7998**

## MEMBERSHIP

## AND

## ACCOUNT

## AGREEMENT

***This disclosure includes Truth-In-Savings  
information about your accounts and sets  
forth your rights and obligations as a user of  
Credit Union services.***