

# **Round-Up Program Agreement & Disclosure**

This Round-Up Program Agreement and Disclosure describes your rights and obligations as a user of the Round-Up Program along with Members First Credit Union's obligations. When you "Opt-In" to the Round-Up program, you are agreeing to be bound by the following terms and conditions:

# Introduction

Please read these terms and conditions carefully before enrolling in our Round-Up program. We invite you to print or save a copy of these terms and conditions and retain them for your records. You may request a copy of this document at any branch, by emailing <u>memberservices@membersfirstnh.org</u>, or by calling (603)622-8781 to request it be mailed to you.

In this Agreement, the words "you" and "your" mean the owner of the checking account enrolling in the Round-Up program and any joint owner(s) of the checking account enrolled in the Round-Up program. The words "we," "us," "our," and "MFCU" mean Members First Credit Union.

When you enroll in or accept any of the features or benefits of the Round-Up program, each of you, jointly and severally, are agreeing to these terms and conditions and any amendments; any separate agreements or disclosures relating to the checking accounts; and any other agreements you have entered into with MFCU, including but not limited to, the Membership and Account Agreement, Electronic Funds Transfer Agreement, Funds Availability Policy, and Electronic Banking Agreement and Disclosure, all of which are incorporated by reference.

# Description

MFCU offers a Round-Up program as an optional benefit to consumer checking accounts with a MFCU debit card.

All posted, point-of-sale (POS) and/or recurring debit card *withdrawals* will be added up at the end of the day. (ATM withdrawals and deposits and/or debit card credits and refunds are not included) Then, the total of those transactions will be subtracted from the nearest whole dollar amount above the transaction total. The remaining difference between the whole dollar amount and the total of the charges will be transferred from your checking account where your debit card is linked and deposited to your membership savings account.

(Example: If your posted debit card charges for the day are \$5.32, \$6.01, and \$6.49 the total of the posted debit card charges for the day add up to \$17.82. The nearest whole dollar amount above the transaction total is \$18.00. The difference between the total of the charges and the whole dollar amount is \$0.18. The \$0.18 will be automatically withdrawn from your checking account and deposited to your membership savings account.)

Prior to being transferred to your membership savings account, adjustments may be made to the daily round-up savings totals based on any voided point-of-sale transaction(s) posted that day.

If a Round-Up savings transfer exceeds your available balance, Members First will transfer only that portion of the final round-up savings amount that will take the available balance to zero. Transfers for the Round-Up savings program will not draw your checking account negative.



MFCU defines available balance as follows:

- Your available balance is the calculation of the amount of money in your account:
- minus any credits or debits that have not fully posted to the account yet
- minus any account holds such as check holds and/or pending debit card transactions
- plus any Overdraft Protection as well as any available Overdraft Privilege.

Standard Coverage uses your available balance to clear checks, ACH items, recurring debit card transactions, Online Bill Pay items, Internet Banking Transfers, Telephone Banking, and teller window transactions. Extended Coverage uses your available balance to clear all Standard Coverage items *plus* ATM Transactions and Everyday Debit Card Transactions.

# **Cancellation/Discontinuation**

You may cancel your participation in MFCU's Round-Up program at any time by contacting us via email at <u>memberservice@membersfirstnh.org</u>, via any branch location, or by calling us at (603)622-8781. Please allow us up to 3 business days from our receipt of your request for cancellation to take effect.

MFCU reserves the right to discontinue, or alter the terms and conditions of, the Round-Up program at any time in its sole discretion. If required, MFCU will provide you with notice of such discontinuation or alterations of the terms and conditions in compliance with applicable law.

### **Disclaimer of Warranties**

MFCU does not warrant that the Round-Up Program will be uninterrupted, timely, or error-free. To the fullest extent permitted by law, MFCU disclaims all representations, warranties and conditions of any kind (express, implied, statutory, or otherwise, including but not limited to the warranties of merchantability and fitness for a particular purpose, title, and non-infringement of proprietary rights) as to the Round-Up Program.

# **Dispute Resolution; Governing Law**

The parties hereby agree that any dispute concerning the Round-Up program will be resolve in accordance with the procedures contained in the Members First Credit Union Membership and Account Agreement, and that the governing law provisions of such agreements will apply with equal force to this agreement.