



Membership and Account Agreement & Disclosures

The provisions set forth in this Membership and Account Agreement (“Agreement”) apply to all Members of Members First Credit Union of New Hampshire who hold individual and joint consumer share savings or share draft accounts. Throughout the Agreement, Members First Credit Union of New Hampshire will be called the “Credit Union”, “we” or “us” and the words “you” and “yours” will refer to anyone who signs a Membership or Account Card.

Your account type(s) and ownership features are designated on your Membership or Account Card. By signing either, each of you, jointly and severally, agree to the terms and conditions in the Agreement and Membership or Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure accompanying this Agreement, the Credit Union’s by-laws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts. This Agreement is a legally binding contract. Please READ and RETAIN this Agreement. If you have any questions after reading this Agreement, the Credit Union will provide clarification upon request.

Membership and Accounts

1. **Par Value** – Par value of a regular share in this Credit Union is \$5.00
2. **Membership Eligibility** – To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain of the minimum required share(s) as set forth in the Credit Union’s by-laws. You authorize the Credit Union to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.
3. **Individual Accounts** – An individual account is an account owned by one (1) Member (individual, 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.
4. **Joint Accounts** – A joint account is an account owned by two (2) or more persons.
 - a. **Rights of Survivorship.** Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one (1) 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 an item deposited in a joint account is returned unpaid, a joint 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 the indebted owner, including all funds in the joint account regardless of who contributed the funds in the account.
5. **POD/Trust Account Designations** – A Payable on Death (POD) 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 named and surviving POD or trust beneficiaries/payees. If there is more than one (1) 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.
6. **Accounts for Minors** – We 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 the Credit Union has received written notice from the minor owner’s guardian to withhold payments to the minor. We have no duty to inquire about the use or purpose of any transaction. We will change the account status when the minor reaches the age of majority (18 years old).
7. **Uniform Transfers/Gifts to Minors Accounts** – 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. It is the custodians' responsibility to turn the funds over to the minor beneficiary once the minor reaches the appropriate age of majority.

8. **Accounts for Living Trusts** - An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Card and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, currently exists, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust or an Account Change form is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.
9. **Accounts of Organizations** - Accounts held in the name of a club or association Member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the Member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the 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. The Credit Union may require that third party checks payable to a club or association may not be cashed, but must be deposited to an account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.
10. **Fiduciary Accounts** - A fiduciary account is an account opened by an executor, administrator, personal representative, guardian, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship trustee or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, guardianship, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.
11. **Deposit of Funds Requirements** - Funds may be deposited in any manner approved by the Credit Union in accordance with the requirements 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. If the Credit Union receives an item on a weekend or holiday, the item is deemed to have been received on the Credit Union's next business day. The Credit Union's business days and cutoff hours are subject to change at the Credit Union's discretion. 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 (1) 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 (2) 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 1 ½ inches from the top edge, although we may accept endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser makes on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.
 - b. **Crediting of Deposits** - Unless otherwise stated in the Credit Union's Funds Availability Policy, deposits received at our offices on business days will be credited to your account as of the day of the deposit, unless it is after the current cut off time. Deposits made on Saturdays, Sundays, or a Credit Union holiday will be credited to your account on the next business day. Deposits received at unstaffed teller locations such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Failure to provide adequate account information may delay crediting funds to your account. Items drawn from an institution

outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of non-payment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

- c. **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 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 authorizations, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- d. **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 on 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 payer financial institution extra time beyond any midnight deadline limits.
- a. **Restrictive Legends** - Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations. The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for site examination of items.
- e. **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.

12. Account Access:

- a. **Authorized Signature** - In order to access your account(s), the Credit Union must have an authorized signature of yours on a Membership Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorized the Credit Union to honor transactions initiated by the third person even if you did not specifically 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, in person, by mail, internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. Additionally, the Credit Union reserves the right to refuse any share draft or other item drawn against your account or used to withdraw funds from your account if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. The Credit Union may refuse to pay any draft or honor any withdrawal request if the amount requested is not yet available for withdrawal. The Credit Union may pay drafts or other items drawn on your account in any order determined by the Credit Union, even if paying a particular draft or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.
- c. **Power of Attorney** - 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.
- d. **ACH & Wire Transfers** - You may initiate or receive credits or debits to your account via wire transfer, electronic funds transfer or ACH transfer. You agree that if you receive funds by a wire, electronic funds transfer or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, the Credit Union may reverse the provisional credit to your account or you will refund the amount to the Credit Union. If an ACH or wire transfer is converted to or from a foreign currency, you assume all risks associated with the foreign exchange conversion, and agree that any loss resulting from any foreign exchange conversion will be allocated to you. You may order electronic funds transfers to or from your account(s). 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. The cut-off time for incoming wires, foreign and domestic, is 4:30 p.m., Monday through Friday. The cut-off time for outgoing domestic wires is 11:45 am, Monday through Friday. The cut-off time for outgoing foreign wires is 2:00 p.m., Monday through Friday. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or other identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as proper identification, even if it

identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

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.

- e. **Account Rates and Fees** – The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payments and balance requirements as set forth in the Truth-in-Savings Disclosure, the Fee Schedule, and various Account Rate Sheets, which are incorporated herein by reference. A current Rate and Fee schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule and you will be notified of such changes as required by law.

13. Transaction Limitations:

- a. **Withdrawal Restrictions** - We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy. We may refuse to allow a withdrawal in some situations, and will advise you accordingly: for example: any dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to us; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. The Credit Union reserves the right to require Members to give notice in writing of any intended withdrawals from any account (except checks of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.)
- b. **Transfer Limitations** - As defined by Regulation D, we reserve the right at any time to require not less than seven days notice in writing before each withdrawal from a dividend paying account other than a term share, or from any other savings account. And, during any calendar month, you may not make more than six (6) withdrawals or transfers from a savings account to another Credit Union account or yours (including transfers to checking accounts to cover overdrafts) or a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or Internet Banking, or similar order to a third party. If you exceed the transfer limitation set forth, your account may be subject to fee and/or closure by the Credit Union.

- 14. **Overdrafts** – If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account plus any applicable fee (“overdraft”), we may pay or return the overdraft. The Credit Union’s determination of an insufficient available 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 sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft payment policy. The payment of overdrafts is entirely at the discretion of the Credit Union and is not guaranteed. We may allow Members to overdraw their accounts up to a predetermined amount. Please refer to the Credit Union’s Overdraft Privilege Policy and Disclosure and Electronic Funds Transfer (EFT) Agreement for full details.
- 15. **Order of Payments** – Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts and items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.
- 16. **Postdated and Stale Dated Drafts** – You agree not to date a check or draft later than the date that you write it (“postdating”). If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for such a payment. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay a check or draft, other than one that has been certified, which is presented more than six (6) months after its date, but the Credit Union may charge your account for a payment made thereafter in good faith.
- 17. **Checks Presented in Person** – We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.
- 18. **Remotely Created Checks** – For purposes of this paragraph, “account” means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. Authorization is usually made over the telephone or through an on-line communication. The owner of the account does not sign a remotely created check. In place of the owner’s signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner’s printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.
- 19. **Printed Draft Purchases** – The Credit Union reserves the right to require that all purchases of printed drafts be done through authorized draft printers. If you should use drafts printed by someone other than those authorized by the Credit Union, we may reject said drafts and charge a fee for each draft rejected in accordance with the Schedule of Fees.

20. **Automated Teller Machines** – Transactions may be made to and from your account by using an automated teller machine (ATM) in conjunction with one of the various networks to which the Credit Union belongs. If you decide to apply for and receive an ATM card you are bound by the terms of the separate agreement and disclosure statement. Transactions may be made to and from your account by using an ATM and/or Debit Card. If you decide to apply for and receive an ATM and/or Debit Card, you are bound by terms of the separate agreement and disclosure statement for use of this card.
21. **Stop Payment Orders:**
- a. **Stop Payment Request** - You may ask the Credit Union to stop payment on any check or draft drawn on your account or any ACH debit scheduled from your account. You may request a stop payment by mail, by telephone, or in person. For checks and ACH debits, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act on the order. For pre-authorized ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and exact amount of the check or ACH, and the number of the check or the originator of the ACH debit. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If the Credit Union recredits your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all your rights against the payee or other holders of the check or draft and to assist us in any legal action taken against the person.
 - b. **Duration of Order** - If you make an oral stop payment, the Credit Union requires written authorization of the stop payment within fourteen (14) days. A written stop payment order is effective for twelve (12) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.
 - c. **Liability** - The Credit Union may charge a fee for each stop payment order requested as set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fee, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple account owner, payee or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
22. **Statements:**
- a. **Contents** - If the Credit Union provides 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 law. If a statement is provided, you agree that only one (1) statement is necessary for joint accounts. If statement is provided, it will be mailed to you at your last known address on record. You may elect to receive an electronic version of your statement, which will be sent electronically to your last known e-mail address. For share draft or checking accounts, you understand and agree that your original check or 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 checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.
 - b. **Examination** - You agree to exercise reasonable care and promptness in examining each statement to discover any error or irregularity including, but not limited to, any unauthorized signature and alteration, and you further agree to notify the Credit Union promptly after such discovery. Otherwise, the statement, as printed and received, will be deemed to be correct. Moreover, because you are in the best position to discover an unauthorized signature, an unauthorized endorsement, or a material alteration, you agree that the Credit Union will not be liable for paying such items if (1) you did not exercise reasonable care in examining the statement or you have not reported the forgeries or alterations to the Credit Union within thirty (30) days of the mailing or emailing date of the earliest statement containing these items, or such period as may otherwise be required by law or government regulation, or (2) these items were forged or altered so cleverly and expertly (as by unauthorized use of a facsimile machine or otherwise) that the forgery or alteration could not be detected by a reasonable person.
 - c. **Notice to the Credit Union** – You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements and draft copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.
23. **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(s) 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 or the Schedule of Fees and Charges.
 - b. **Notice of Amendments** - Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any change 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.

- d. **Electronic Notices** - If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing proper notices to you until you notify us that you wish to reinstate receiving paper notices.
- e. **Social Security Number** – Your failure to furnish your correct Social Security Number (SSN) could result in suspension of your account.
- f. **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 your account.
- g. **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 upon 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 or 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 debt. 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 Accounts (IRAs) 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.
- h. **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.
- i. **Right of Setoff** – If you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, and it becomes due, the Credit Union, unless prohibited by law, has the right under this Agreement, in which you grant the Credit Union a security interest in your account, to use the money in your account to pay the debt. The Credit Union may use this money to pay the debt even if withdrawal results in an interest penalty or dishonor of drafts. In the case of a joint account, each joint owner agrees that the Credit Union may use the money in the joint account to satisfy any one of the joint owner’s obligations. Similarly, each joint owner further agrees that the Credit Union may use the money in his or her individual account(s), if any, to satisfy obligations in the joint account. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. The security interest mentioned above is consensual.
- j. **Denial of Service** – No Credit Union services will be provided to any Member who has caused a loss to the Credit Union. The Credit Union reserves the right to refuse any service to any Member at any time.
- k. **Legal Process** – If any legal action is brought against your account, your use of it may be restricted. 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. These obligations include, but are not limited to, disputes between you and the Credit Union involving the account and situations where the Credit Union becomes involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party take action with respect to your account that causes the Credit Union, in good faith, to seek the advice of counsel, whether or not the Credit Union actually becomes involved in the dispute.
- l. **Termination of Account** – We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. You may terminate an individual account by giving written notice. Customarily, any joint account owner can terminate a joint account; however we reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.
- m. **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.
- n. **Death or Incompetence of Account Owner** – We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a Member’s death or legal adjudication of incompetence. Once we know of a Member’s death or incompetence, we may pay checks or 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 interest in the account to stop payments on the checks, 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.
- o. **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 voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

- p. **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.
- q. **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 or Schedule of Fees, 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 or Schedule of Fees, 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. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts 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.
- r. **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.
- s. **Deposit Protection** – Members’ funds are insured to \$250,000 per member by the National Credit Union Share Insurance Fund in accordance with the terms and conditions of the National Credit Union Administration’s (NCUA) Rules and Regulations. Under the NCUA’s Rules and Regulations, up to \$250,000 in deposit insurance will be provided for the money a Member has in a variety of accounts. In addition, Individual Retirement Accounts and other retirement accounts will be protected under the new rules to \$250,000 and are insured separately from other accounts at the same Credit Union that will continue to be insured up to at least \$250,000. Members exceeding the maximum level of coverage provided by NCUA may also be insured up to an additional \$250,000 by insurance provided by Excess Share Insurance (ESI). Excess deposit insurance is payable only upon the failure and liquidation of the Credit Union. Please contact the Credit Union for more information. Additional coverage is available upon request from you at a nominal fee.
- t. **Severability** – If a court holds any portion of the 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 this Agreement.
- u. **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. 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.
- v. **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 you 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 financial institution 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 Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.
- w. **Modification of Agreement** – The Credit Union may, at any time, modify any provision(s) of this Agreement. Except as described below, the Credit Union will notify you by mailing, in your statement or to the statement address, written notification of any change in (a) through (e) below that would affect your account, and any other amendment that may adversely affect your account, at least thirty (30) days before the effective date of the amendment:
 - a. The frequency of compounding interest;
 - b. The frequency of crediting interest;
 - c. Grace periods;
 - d. Minimum balance requirements;
 - e. Rates, fees, charges and penalties that directly affect your account.
When thirty (30) days notice is not required by law, notice of amendments will be posted in all of our offices or mailed to you at least 15 days before the effective date of the amendment. Copies of these amendments will be available at the Credit Union upon request. The Credit Union will not provide advance notice of changes in the rate of interest or the effective annual yield on variable rate accounts.
- x. **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 clearing house 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 and State in which the Credit Union is located.

Electronic Funds Transfer (EFT) Agreement

This Electronic Funds Transfer Agreement is the contract that covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Members First Credit Union of NH (“Credit Union”). In this Agreement, the words “you” and “yours” mean those 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 share draft accounts you have with the Credit Union. 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 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 EFT services offered.

1. EFT Services

If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

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

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft 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 network logo(s) designated by the Credit Union.

The following limitations on the frequency and amount of ATM transactions may apply.

- There is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to a maximum of \$600 in any one day by POS or ATM transaction, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

b. MasterMoney® Card. You may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card member 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 may not pay the amount and the transaction may be declined. If you have elected to enroll in the Credit Union’s Debit Card Courtesy Program, the Credit Union may pay the amount of insufficient ATM and one-time debit transactions and assess the appropriate fee (for complete details of this program, please refer to the Credit Union’s Courtesy Pay Policy). If you have elected to have an overdraft transfer source, we will treat this 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, and the appropriate fee will be assessed. 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, and other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept MasterCard®.
- Order goods or services by mail or telephone from places that accept MasterCard.

The following limitations on the frequency and amount of MasterMoney Card transactions may apply:

- There is no limit on the number of MasterMoney Card purchases you make per day.
- You may purchase up to a maximum of \$1,500 per day.
- You may purchase up to a maximum of \$1,500 per debit card purchase.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- You may withdraw up to a maximum of \$600 in any one day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- You may purchase up to a maximum of \$1,500 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

c. Telephone Banking (Audio Response). If we approve the Telephone Banking audio response service for your accounts, a 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 the audio response access service to:

- Transfer funds from your share, share draft, cash multiplier and club accounts. See Section 2 for transfer limitations that may apply to these transactions.
- Obtain balance information for your share, share draft, cash multiplier, loan and club accounts.
- Make loan payments from your share draft, cash multiplier and club accounts.
- Determine if a particular item has cleared.

- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed using the audio response service via a touch-tone telephone only. The 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.

The Credit Union reserves the right to refuse any transaction that would draw upon 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.

d. Pre-Authorized EFTs

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **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 of 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 fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (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.

- **Pre-Authorized Credits.** Upon instruction, we will credit certain recurring transactions to your share and share draft account.
- **Notice of Receipt.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.
- **Provisional Payment.** Credit given by us to you with respect of an automated clearing house (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not received final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via ACH shall not be deemed to have paid you the amount of such entry.
- **Choice of Law.** We 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 New Hampshire as provided by the operating rule of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

e. 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.

f. Online/Mobile Banking EFTs. If we approve the online/mobile access service for your accounts, a 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 the Online/Mobile access service to:

- Transfer funds from your share, share draft, cash multiplier and club accounts.
 - Obtain balance information for your share, share draft, club, cash multiplier and loan accounts.
 - Make loan payments from your share, share draft, club accounts and cash multiplier accounts.
- Your accounts can be accessed via personal computer or mobile device. Services will be available for your convenience twenty-four (24) hours per day. Services may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that 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. 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 in any one day.
 - The maximum withdrawal or transfer amount is \$9,999.99 per transaction, and no transfer or withdrawal may exceed the available funds in your account.
 - See Section 2 for transfer limitations that may apply to these transactions.

g. Bill Payments. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions, such creditors as you authorize and for whom the Credit Union has the 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 cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for 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.

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$9,999.99, provided there are sufficient funds in your account.

2. Transfer Limitations

For each individual share savings account, limitations apply to certain transactions. Withdrawals, including transfers, made by the following means are limited to a combined total of six (6) per month per savings:

- check and/or draft
- automated clearing house (ACH)
- debit card (excluding withdrawals/transfers made at an ATM)
- telephone or audio response
- online/mobile banking
- other one-time or recurring electronic/automated withdrawals, including, but not limited to, overdraft transfers

If these limitations are exceeded, your account may be subject to a fee, restricted, or closed.

3. Conditions of EFT Services

a. Ownership of Cards. Any Card or other device that 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 - MasterCard. If you effect a transaction with your MasterCard card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by one percentage point. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

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 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 and share draft 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.

4. Overdrafts

If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's deadline with only (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount, plus any fees involved, in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft payment policy. For details on the Credit Union's overdraft protection features for share draft accounts, refer to the Courtesy Pay Policy.

5. Fees and Charges

There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM 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 surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

- Please refer to the fee schedule for any fees.

6. Member Liability

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your Card and/or access code has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your permission. 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). You are not liable for an unauthorized MasterCard debit card transaction

that was not conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your Card from loss or theft, you have not reported two or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise your liability for an unauthorized MasterCard debit card transaction that was not conducted at an ATM will be no more than \$50. For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions 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 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 code, and we can prove that we could have stopped someone from using your Card or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, 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 has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(603) 622-8781

Fax: (603) 622-0391

Or write to: Members First Credit Union of NH

44 Bridge Street

Manchester, NH 03101

7. Right to Receive Documentation

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs, 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 may get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant. Please note: vendors may not be required to furnish a receipt for transactions under a certain amount.

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 (603) 622-8781. This does not apply to transactions occurring outside the United States.

8. 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;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested services(s).
- To comply with government agency or court orders; or
- If you give us your written permission.

9. Business Days

Our business days are Monday through Friday, excluding holidays.

10. 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.

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

11. 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 mail 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.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM 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.
- Refrain from displaying your cash at the ATM 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 or night deposit facility, consider using another ATM 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 code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

12. Billing Errors

In case of errors or questions about electronic funds transfers from your share and share draft accounts, 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:

(603) 622-8781

Fax. (603) 622-0391

Or write to: Members First Credit Union of NH

44 Bridge Street

Manchester, NH 03101

- 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 tell you the results of our investigation 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 tell you the results within three (3) business days of 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. **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.*

13. Termination of EFT Services

You may terminate this Agreement or any 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.

14. 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 New Hampshire 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.

15. Enforcement

You are liable to us for any loss, cost or expenses 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.

Truth in Savings Disclosure

For Savings & Transaction Accounts: Regular Share Savings Accounts, Club Accounts (Holiday, Vacation, Tax, All-Purpose), Cash Multipliers, Youth Accounts, Peak Your Interest (PYI) Money Markets, All Checking Accounts, IRA Share Accounts, Health Savings Accounts (HSAs), Escrow Accounts

1. Rate Information

The Dividend Rate and Annual Percentage Yield (APY) on your accounts are set on the respective Account Rate Schedules. The APY is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of

compounding for a 365 day period. All variable rate accounts and their APYs may change after the account is opened. The dividend rate and APY may change at any time at the discretion of the Credit Union.

2. **Nature of Dividends**

Dividends are paid from current income and available earnings after providing for the required reserves. The dividend rates and APYs are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. For interest bearing accounts closed prior to the end of the dividend period, dividends will be paid up to the date of the account closing.

3. **Compounding and Crediting**

Dividends will be compounded and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last calendar day of the dividend period. For example, the beginning date of the first dividend period for a calendar year is 1/1/xx and the ending date for such dividend period is 1/31/xx. The dividend declaration date would be 2/1/xx.

4. **Accrual of Dividends**

Dividends will begin to accrue on the business day you contribute to your account (for both cash and non-cash deposits).

5. **Balance Information**

The minimum balance required to open each account is set forth on the respective Account Rate Schedules. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

6. **Transaction Limitation**

As defined by Regulation D, we reserve the right at any time to require not less than seven days notice in writing before each withdrawal from a dividend paying account other than a term share, or from any other savings account. And, during any month, you may not make more than six withdrawals or transfers from each account to another Credit Union account or yours (including transfers to checking accounts to cover overdrafts) or a third party by means of a preauthorized or automatic transfer, telephonic order (Access Line) or instruction, or Internet Banking, or similar order to a third party (excludes all checking accounts). If you exceed the transfer limitation set forth, your account may be subject to a fee and/or closure by the Credit Union.

7. **Fees**

Fees and charges may be assessed against your account as set forth in the Account Service Fee Schedule. Please see this schedule for a complete listing of all fees.

8. **Bylaw Requirements**

The shareholdings of a Member who fails to complete payment of one share within 6 months of his admission to membership, or within 6 months from the increase in the par value in shares, or a Member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 6 months of the reduction, may be absorbed by a late charge upon authorization of the Board. The Credit Union reserves the right, at any time, to require Members to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them except for those amounts paid into checking accounts. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credit to a Member's account. No Member may withdraw shareholdings that are pledged as required security on loans without written approval of the Credit Committee or a loan officer, except to the extent that such shares exceed the Member's total primary and contingent liability to the Credit Union. No Member may withdraw any shareholdings except for those amounts paid into checking accounts below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written approval of the Credit Committee or loan officer.

9. **Par Value of Shares**

The par value of a regular share in this Credit Union is \$5.00.

10. **National Credit Union Share Insurance Fund**

Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

11. **Other Terms and Conditions**

This Truth-In-Savings Disclosure is a supplement to the Membership and Account Agreement as well as the Account Rate Schedules, Fee Schedule, Electronic Fund Transfer Disclosure, and our Funds Availability Disclosure and Policy.

Courtesy Pay (Overdraft Privilege) Terms & Conditions

As a benefit to you, our Member, we offer a feature on our share draft checking account product – an overdraft service we may refer to as Courtesy Pay. This feature saves time, embarrassment and additional fees charged by many other companies. With this overdraft feature, we may pay your non-sufficient funds (NSF) checks, Automated Clearing House (ACH) items, recurring debit card transactions, and applicable fees up to \$750. Any and all Credit Union fees and charges, including but not limited to NSF/Overdraft fees, will be included in this balance. You will be charged the normal NSF/Overdraft handling fee (please refer to Fee Schedule for amount) for each item paid – the same fee as if we returned your item unpaid. In addition to covering NSF checks, ACH and recurring debit items, we may also pay your NSF ATM and one-time debit card transactions, if you “Opt In” (see paragraph titled “Debit Card Courtesy Pay” below).

Please Note: The payment of overdrafts is entirely at the discretion of Members First Credit Union and is not guaranteed. Courtesy Pay is not a line of credit. If the Credit Union has entered into an overdraft protection agreement with you, the Credit Union will, in accordance with such agreement, honor items drawn on insufficient funds in your account by transferring the necessary funds from a linked account held at the Credit Union, a loan account under the same member number, or enact our Courtesy Pay feature. The Credit Union may assess a fee for overdraft transfers in accordance with its Fee Schedule. Transfers from a loan account will be governed by the applicable loan agreement.

Conditions for Courtesy Pay:

1. You may be eligible for Courtesy Pay unless any of the following apply:
 - a. Your account has been open fewer than 60 days

- b. You are under the age of 18
 - c. You are more than 30 days past due on any loan obligation to the Credit Union
 - d. You are subject to any legal or administrative orders or levy
 - e. You are currently a party in a bankruptcy proceeding
 - f. You have a current outstanding balance in an Overdraft Repayment Plan
 - g. An extended hold is being placed on your checking account or any other account relationship
 - h. You have outstanding unresolved charge-offs either in loans, deposits or both
 - i. It appears that improper activity is taking place in your account
2. If you are a user of Courtesy Pay you must bring your account to a positive balance at least once every thirty (30) days to maintain your account in good standing. Non-payments of overdrawn balances within thirty (30) days will be reported to credit reporting agencies and to a financial institution closure and collection reporting agency. Negative information reported to these agencies may impact your ability to obtain financial services.
3. A maximum of two Share Draft accounts per Member are eligible for the privileges at any one time. If you have more than two share draft accounts and do not specify which share draft account you wish to exclude from the privileges, the Credit Union reserves the right to make that selection.

Suspension of Courtesy Pay: After Courtesy Pay has been activated, we may suspend the feature in any and all share draft accounts without prior notice if we become aware of the existence of any of the above conditions, namely a-i above.

New Members: For new Members, we will activate Courtesy Pay after 60 days if you are eligible under the above conditions and if you have not been overdrawn during that 60-day period. We do not intend to strictly monitor all of the above criteria. However, we do intend to use these criteria to deny, suspend or revoke the privilege to reduce our risk when we become aware of accounts that meet these criteria and believe such action is necessary.

Opt Out: If you would prefer to opt out of Courtesy Pay, you may call our main office at 603-622-8781 or stop in to one of our office locations.

Debit Card Courtesy Pay: We offer an overdraft program specifically for ATM and one-time debit card transactions (Debit Card Courtesy Pay). To participate, you must be eligible for our standard Courtesy Pay program for share drafts and ACH payments and “Opt In” to Debit Card Courtesy Pay. Once “Opted In,” we may pay your NSF ATM or one-time debit card NSF items, up to \$750. You will be charged the normal per item NSF/Overdraft handling fee (please refer to the Fee Schedule for amount) - the same as an NSF check or ACH item. Any and all Credit Union fees and charges, including without limitation, NSF/Overdraft fees, will be included in this balance. Please Note: The payment of overdrafts is entirely at the discretion of the Credit Union and is not guaranteed. Overdrafts by ATM may be declined, regardless of whether you have opted to participate in Debit Card Courtesy Pay. Overdrafts for recurring debit card transactions may post, regardless of whether you have elected to participate in Debit Card Courtesy Pay; in such cases, the normal per item NSF/Overdraft handling fee will be assessed.

Opt In: To “Opt In” to the Debit Card Overdraft Courtesy Pay, you may call our main office at 603-622-8781 or stop in to one of our office locations. If you choose not to “Opt In,” and attempt to overdraw your account by ATM or one-time debit card transaction, the transaction will be declined.

Waiver: The Credit Union’s forbearance from, or delay in, exercising any of the Credit Union’s rights, remedies, privileges or right to insist on your strict performance of any provisions of your account agreement, the overdraft privilege agreement, or any other agreements related to your account, shall not be construed to be a current or future waiver of the Credit Union’s rights, remedies or privileges.

Electronic Banking Agreement and Disclosure

This Electronic Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of Telephone (“Access Line”), Online, and/or Mobile Banking and Bill Payment services (collectively referred to herein as “Electronic Banking Services” or “Services”). It also describes the rights and obligations of Members First Credit Union (“Credit Union”). Please read this Agreement carefully. By requesting and using one or more of these Electronic Banking Services, you agree to comply with the terms and conditions of this Agreement.

1. Definitions

The following definitions apply in the Agreement:

- a. “Authorized Representative” refers to a person with authority (with respect to the account).
- b. “Access Line” is the audio-response telephone service providing access to your Credit Union account(s).
- c. “Online Banking” is the internet based service providing access to your Credit Union account(s).
- d. “Mobile Banking” is the portable device based service providing access to your Credit Union account(s).
- e. “Bill Payment” is the online service that enables the scheduling of bill payments using a personal computer, mobile device, or other enabled device.
- f. “ISP” refers to your Internet Service Provider.
- g. “Online Account” means the Credit Union account from which you will be conducting transactions using a Service.
- h. “Password” is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Services.
- i. “PC” means your personal computer which enables you, with the internet browser and ISP, to access your Online Account.
- j. “Time of Day” references are to Eastern, Mountain, Pacific, and Standard Time.
- k. “User ID” is the Credit Union generated identification code assigned to you for your connection to the Service.

- I. "We", "us", or "Credit Union" refer to Members First Credit Union which offers the Services and which holds the accounts accessed by the Services.
- m. "You" or "your" refers to the owner of the account or the authorized representative.

2. Access to Services

The Credit Union will provide instructions on how to use Electronic Services. You will gain access to your Accounts via your internet-enabled PC or mobile device, your ISP or cellular provider, or your telephone, with your Password and your User ID. You may access your Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding holidays and weekends. Internet Banking transaction requests received after the close of a business day and transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union is closed, may be processed on the Credit Union's next business day.

3. Credit Union Transactions with Electronic Banking

- a. *Account Access* - You may access your Credit Union personal accounts electronically. One of these accounts must be a primary share savings account.
- b. *Transfer of Funds* - In addition to viewing account information, you may use Electronic Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers among savings and checking accounts and transfers to make loan payments.

NOTE: Because federal regulations require the Credit Union to limit certain transactions (including Electronic Banking transfers), the following limitations apply to savings accounts:

- You can make no more than six (6) transfers or withdrawals per savings account per statement period by preauthorized or automatic transfer or by electronic banking or telephone request. If you exceed 6 such transactions, you may be subject to a fee from the Credit Union (to see fee amounts please reference our Fee Schedule) or even account closure.
- In person and ATM transactions are not subject to this limitation.
- c. *Additional Services* - New services may be introduced for Electronic Banking from time to time. The Credit Union may notify you of the existence of these new services, but are not obligated to. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

4. Schedule of Fees

Members First offers the benefits and convenience of Electronic Banking services to all members free of charge.

5. Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on your account.

6. Use of Your Security Password

You are responsible for keeping your password and Electronic Banking Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines;

- a. Do not give out your account information, Password, and/or User ID.
- b. Do not leave your PC or mobile device unattended while you are using the Credit Union's Electronic Banking Services.
- c. Never leave your account information within range of others.
- d. Do not send privileged account information (i.e. account number, Password, User ID, etc) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union *immediately* at 603-622-8781 between the hours of 9am to 5pm, Monday through Friday, and 9am to 12pm on Saturday. Telephoning the Credit Union is the best way of minimizing your losses and liability.

7. Electronic Mail (E-mail)

If you send the Credit Union an e-mail message after business hours, the Credit Union may deem that the e-mail was received on the next business day. You should not rely on the e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: E-mail transmissions outside of the Online Banking site may not be secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

8. Bill Payment Services

- a. *Description of Service* - The Bill Payment Service permits you to use your internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay, including businesses and individuals. Your Bill Payment Account must be a Members First checking account.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. You may designate more than one checking account as a Bill Payment Account. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. You will not use the Bill Payment Service for unlawful and/or illegal internet gambling. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

- b. *Scheduling Payments* - Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or a holiday that the Credit Union is closed), funds must be available in your Bill Payment Account the following business day. After funds are withdrawn from your Bill Payment account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it may take up to four (4) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated (remit date) and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). While some companies allow initiation of a scheduled payment to take place up to one (1) business day before payment is due, the Credit Union advises against this and is not responsible for any late payments, fees, finance charges or other charges incurred if this option is exercised. If the payment is an Automatic Clearing House (ACH) electronic payment, it may take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

- c. *No Duty to Monitor Payments* – The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons;
 - Insufficient funds in your Bill Payment Account to make the payment on the processing date.
 - Delays in mail delivery.
 - Changes to the payee’s address or account number unless we’ve been advised of the change in advance.
 - The failure of any payee to correctly account for or credit the payment in a timely manner.
 - Any other circumstances that are beyond the control of the Credit Union.

If the session during which you schedule your payment or transfer ends by 5:00pm, the Credit Union may consider to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service may automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Credit Union will attempt to notify you by U.S. postal mail or e-mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Credit Union to either make alternative arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected, provided your account remains open with the Bill Payment Service.

- d. *Cancel, Stop, or Change Payment Instructions* – Once the user has submitted their payment request, there is a temporary period during which the request can be cancelled online, before the Bill Payer Service processes the request and sends the payment to the payee. This time period varies depending on when the user submitted their request and how the payment is being processed. If the payment request on the Payment Activity screen displays a link for “Cancel”, then the payment request can be cancelled. If the link is not displayed, the payment has already been sent and cannot be canceled. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect until the item has been stopped or a release of stop has been requested. We are not required to notify you when a stop payment order expires. If requested by the Credit Union, you will confirm any stop payment order in writing.
- e. *No Signature Required* – When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment Account without requiring your signature on the item and without prior notice to you.
- f. *Multiple Person Bill Payment Accounts* – If more than one person has access to a Bill Payment Account, each person may individually enroll in the Bill Payer Service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment Service without affecting the Service for any other person enrolled in that Bill Payment Account. However, any enrolled person may terminate the Bill Payment Service which will terminate the service for all enrolled persons on that Bill Payment Account.

9. Linked Accounts

All subaccounts with the account (membership) that you enroll in a service will be linked by the tax identification number associated with the account. The linked accounts (or “subaccounts”) will appear together without regard to the ownership of the individual subaccounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time each of the subaccounts linked to the account.

10. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- a. Enter into this Agreement, as amended from time to time;
- b. Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future;
- c. Use any Online Banking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

11. Error Resolution

If you have a question regarding a payment that has already been paid, you may open a “payment inquiry” through Payment Manager in the Online Bill Payment Service. This opens a case between you (the member/subscriber) and Check Free, the host of the Electronic Bill Payment. Correspondence will then be between you and them.

All other inquiries including:

- a. If you believe your password has been lost or stolen;
- b. If you suspect any fraudulent activity on your account;
- c. If you have questions regarding a transfer transaction or any other Electronic Banking issue;
- d. If you have questions regarding Electronic Bill Payer Service; a pending payment or a payment that has already been paid.

You may e-mail the Credit Union at memberservices@membersfirstnh.org; however it is best to call the Credit Union at 603-622-8781 between the hours of 9am to 5pm, Monday through Friday, and 9am to 12pm on Saturday. Telephoning the Credit Union is the best way of minimizing your losses and liability.

12. Term and Termination

- a. *Term* – This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- b. *Termination of Care* – We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without the notice to you under any of the following circumstances:
 - You do not pay any fee required by this Agreement when due
 - You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing
 - We suspect any fraudulent activity on your part

We will notify you if we terminate this Agreement or your use of the Services for any other reason.

- c. *Termination of Convenience* – To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Services(s). When Bill Payment is terminated, any prescheduled bill payments made through Online or Mobile Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You must notify the Credit Union by one of the following methods;
 - By sending an e-mail to memberservices@membersfirstnh.org.
 - By calling the Call Center at 603-622-8781, option 3.
 - By writing a letter and sending it to the following address:

Attention: Call Center
Members First Credit Union
PO Box 896
Manchester, NH 03105

If you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 60 day period, we may convert your account to inactive status. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

13. Electronic Fund Transfer Provisions For Consumers

You agree that usage of Members First Electronic Services bounds you to the conditions and terms outline in the Electronic Funds Transfers Disclosure (EFT).

14. Liability

- a. *Our Liability* – This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Electronic Services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Electronic services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
 - If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
 - If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
 - If your funds are subject to legal proceeding or other encumbrance restricting the transfer.
 - If your transfer authorization terminates by operation of law.
 - If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
 - If you have not properly followed the instructions on how to make a transfer included in this Agreement.
 - If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
 - If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
 - In no event shall we have any liability to you or any third party for any indirect, special or consequential damages resulting from or arising out of this agreement.
- b. *Indemnification* – You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

- c. *Third Parties* – We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking of Bill Payment account.
- d. *Virus Protection* – The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files and your hardware.

15. General Terms and Conditions

- a. *Credit Union Agreements* – In addition to the Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the Agreements applicable to each of your Online Accounts. Your use of the Electronic Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other Credit Union disclosures including, but not limited to, the charges that may be imposed for electronic funds transfers and the fee schedule. We will automatically deduct any fees related to this Service from your Bill Payment Account each month.
- b. *Changes and Modifications* – The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- c. *Assignment* – We may assign the Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- d. *Notices* – Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- e. *Disclosure of Information* – We will only disclose information to third parties about your account or transfers you make under the following circumstances;
 - Where it is necessary for the provision of Online Banking and for completing transfers.
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
 - In order to comply with government or court orders, or other reporting requirements.
 - If you give us your permission.
 - To the Credit Union affiliated companies.

16. Debit Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

- a. **LICENSE GRANT AND RESTRICTIONS.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases. In addition to the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions. **You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following:** (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.
- b. **OWNERSHIP.** The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.
- c. **YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is

assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

- d. **THIRD PARTY SERVICES.** In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.
- e. **THIRD PARTY WEBSITES.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.
- f. **EXPORT RESTRICTIONS.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.
- g. **DEBIT REWARDS OFFERS.** If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".

- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Funds Availability Policy

Members First Credit Union uses the following guidelines in determining funds availability. Availability is measured in business days following the banking day on which the deposit is made; multiple items deposited during the same banking day are aggregated. Business days are defined as any day other than a Saturday, Sunday, or federally declared legal holiday; banking days are any business day when we are open for substantially all of our banking activities. All references to the number of days to funds availability in this guide indicate maximum time limits for making funds available; we may provide earlier availability of funds if we choose and may extend the time when funds are available in some circumstances. The credit union may withhold the availability of a corresponding amount of funds in your account, should funds exceeding the amount made available at the time of deposit be returned to you or withdrawn prior to scheduled availability.

Member Liability – Please understand you are responsible for any loss resulting from items deposited into your account. For your convenience, funds may be made available for withdrawal before final payment has been received. If at any time it's determined that an item may not or will not be paid, the Credit Union may withhold the availability of a corresponding amount of funds that are already in your account or debit your account for the amount credited. If sufficient funds are no longer available in your account, your account may be overdrawn and you will be responsible for the negative balance and any associated fees.

Endorsements – To protect your account, we may require endorsements to be made in person and payees to present a valid photo ID.

Same-Day Availability* - Funds from deposits made in person will be made available on the date of deposit for the following items:

- **Cash**
- **Checks drawn "on us"** (Share/Loan drafts or cashier checks drawn on Members First Credit Union)
- **Electronic payments** including wire transfers and preauthorized credits such as payroll or Social Security benefits
- **U.S. Treasury checks, U.S. Postal Service Money Orders, Federal Reserve Bank and Federal Home Loan Bank checks**
- **Federal, state, or local government checks**
- **Cashier's, certified, teller's, and traveler's checks**
- **Payroll checks** (drawn off an official payroll account)

***Special Rules for Same-Day Availability Items:**

- Endorsements for all payees are required.
- Third party items will not be accepted.
- Items payable jointly to a member and a non-member may only be deposited into that member's account in the presence of the non-member payee, who must present valid photo identification to a credit union employee at the time of deposit. The ID description and expiration for any non-member payee may be recorded on the check at the time of verification.

Second-Day Availability - for deposits of types not discussed above and made in person, a maximum of \$500 will be made available on the day of deposit; remaining funds will be made available by the 2nd business day following the day of deposit.

Availability of Deposits Made at ATMs – The first \$500 from a deposit made at an ATM we own and operate will be available on the same day that we receive your deposit. Funds from deposits of Official Payroll Checks, Cashier's/Certified/Teller's Checks, Federal, State or Local Government-issued Checks and Postal money orders will be available on the 1st business day following the day of your deposit. Funds from all other deposits will be available by the 2nd business day following the day of deposit.

Longer Delays May Apply: If we are not going to make all of the funds that you deposit available to you according to our standard availability schedule, we will notify you at the time you make your deposit and tell you when the funds will be available. If your deposit is not made in person 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 day after we receive your deposit. Exceptions to our standard schedule of availability may apply in any of the following circumstances:

- The checks you are depositing total **more than \$5,000 on one business day.**
- **A check which has previously returned unpaid** is re-deposited, though the reason for non-payment has not been corrected.
- Your account has been **repeatedly overdrawn** during the previous six months.
- There's **reasonable cause to doubt the item will be paid** (including third party or stale/post-dated items and items lacking proper endorsements).
- **If there is an emergency**, such as communication/computer failure.
- **If you have a new account** that has been open for less than 30 days

The credit union reserves the right to refuse or return any deposit for any reason, including, but not limited to those identified above.

SCHEDULE of AVAILABILITY for items deposited *IN PERSON**

Item Type	Aggregate Deposit	Standard Availability	New Account Availability
Cash, Electronic Payments, On-Us Items	Any amount	Immediate	Immediate
Official Payroll Checks, Cashier's/Certified/Teller's Checks, Federal, State or Local Government-issued Checks and Postal money orders	\$5,000 or less	Immediate	1 business day following deposit
	\$5,000.01 +	2 business days following deposit	5 business days following deposit
All other items	\$500 or less	Immediate	All funds will be held a minimum of 5 business days
	\$500.01 - \$5,000	2 business days following deposit	
	\$5,000.01 +	5 business days following deposit	

SCHEDULE of AVAILABILITY for items deposited at proprietary *ATM**

Item Type	Aggregate Deposit	Standard Availability	New Account Availability
Cash, Electronic Payments, On-Us Items	Any amount	Immediate	Immediate
Official Payroll Checks, Cashier's/Certified/Teller's Checks, Federal, State or Local Government-issued Checks and Postal money orders	\$5,000 or less	1 business day following deposit	1 business day following deposit
	\$5,000.01+	5 business days following deposit	5 business days following deposit
All other items	\$500 or less	Immediate	All funds will be held a minimum of 5 business days
	\$500.01 - \$5,000	2 business days following deposit	
	\$5,000.01 +	5 business days following deposit	

* The above schedules apply when items are deposited into the named payee's account with the proper endorsements.



Schedule of Fees effective 07.05.17

AUTOMATED/ELECTRONIC SERVICES	
Online Banking	FREE
Mobile Banking	FREE
Mobile Check Deposit	FREE
Bill Pay	FREE
Money Management	FREE
Telephone Banking	FREE
Electronic Statements	FREE
CHECKING ACCOUNTS	
Kasasa Cash® Checking	FREE
Kasasa CashBack® Checking	FREE
Everyday Checking	FREE
BUSINESS ACCOUNTS	
Business Checking	FREE
Rolled Coin Purchase	\$.25/roll
Currency Order	1% of total
ATM/DEBIT CARD	
ATM Activity at MFCU ATMs	FREE
ATM Activity at CO-OP Network ATMs	FREE
ATM Activity Out of Network (Waived for Kasasa® Accounts and Members Under 18)	\$1.50
ATM/Debit Card Replacement	\$10
FUNDS TRANSFER	
Popmoney (Pay Anyone)	FREE
Popmoney (Pay Anyone) Expedited Delivery	\$3
Sprig (Pay Anyone) Outgoing Transfers	\$3
Me to Me Transfer (Pay Yourself) Incoming	FREE
Me to Me Transfer (Pay Yourself) Outgoing	\$3
Wire Transfer - Incoming	\$5
Wire Transfer - Outgoing Domestic	\$25
Withdrawal Using Telephone Banking	FREE

continued...

ACCOUNT ACTIVITY	
Overdraft Transfer (From Shares)	\$5
Overdrafts	\$35/item
Non-Sufficient/Uncollected Funds	\$35/item
Deposited Check Returned	\$20
Excess Withdrawals From Savings (Limit 6 Withdrawals Per Month)	\$10
Dormant Account (6 Months Inactivity)	\$5/mo
ACCOUNT SERVICES	
Stop Payment (Check, ACH, Bill Pay, Official Chk)	\$30
Foreign Check Processing	\$20
Cash Advance In Person	\$10
Cash Advance By Phone	\$10
Coin Counting*	FREE
Research (Multiple Items; Statements 1+ Yr Old)	\$25/hr
Statement Copies	\$2/ea
CHECKS/MONEY ORDERS	
Official Check	\$3
Money Order	\$3
Temporary Checks	\$5/sheet
Check Orders	vary
OTHER	
Escheatment	\$100
Insufficient Address	\$5
Kasasa Protect™ Identity Theft Protection (Kasasa Cash & Kasasa CashBack Checking) (Everyday Checking)	\$6 \$10
Liens/Levies/Garnishments	\$50
Safe Deposit Boxes Key Replacement \$50 Drilling \$275	\$40 (3x5) \$50 (5x5) \$60 (3x10) \$95 (5x10) \$135 (10x10)



**Non-members are assessed a fee.*

Fees are subject to change.

PO Box 896, Manchester, NH 03105
 (603)622-8781 • (800)860-3832
 membersfirstnh.org • facebook.com/mfcunh

FACTS

WHAT DOES MEMBERS FIRST CREDIT UNION 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 account balances
- account transactions and checking account information
- credit card or other debt and transaction history

When you are no longer our customer, we continue to share your information as described in this notice.

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 Members First Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Members First Credit Union Share?	Can you limit this sharing?
For our everyday business purposes- 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
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For our non-affiliates to market to you	No	We don't share

Questions?

Please call 603-622-8781, option 3 or visit www.membersfirstnh.org

What we do	
How does Members First Credit Union protect my personal information?	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. We also use multi-factor authentication for our electronic banking products and mobile banking service.
How does Members First Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> - open an account or apply for a loan - make a wire transfer or seek advice about your investments - apply for financing We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> - sharing for affiliates' everyday business purposes – information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> - Members First Credit Union has no affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> - Nonaffiliates we share with can include insurance companies, government agencies, plastic card processors (credit/debit/ATM), mailhouse, consumer reporting agencies, and direct marketing companies
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> - Our joint marketing partners can include insurance companies and other financial product or service companies