

Chesterfield Federal Credit Union

Account Terms & Conditions

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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union.

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

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

2. **INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

3. **JOINT ACCOUNTS** - A joint account is an account owned by two (2) or more persons.

a. **Rights of Survivorship.** For a joint account, the existence or nonexistence of rights of survivorship shall be established by designation on the Account Card. If the Account Card designation is "Joint Account With Survivorship," then, on the death of an owner of the account, the deceased owner's interest in the account passes to the surviving owner(s) of the account. If the designation is "Joint Account No Survivorship," then, on the death of an owner of the account, the deceased owner's interest in the account passes as a part of that owner's estate under the deceased owner's will, trust, or by intestacy. If no designation is made on the Account Card or if the designation is unclear, a joint owner's account includes rights of survivorship. 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 or transfer funds, pledge to us all or any part of the shares, or stop payment on items 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 in order 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.

4. **POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Accounts payable to more than one (1) surviving beneficiary/payee are owned jointly by such beneficiaries/payees with rights of survivorship. 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 nor 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 in the name of a trust.

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

6. **UNIFORM TRANSFERS TO MINORS ACCOUNT** - A Uniform Transfers to Minors Account (UTMA) 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 authorized 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 withdrawals.

7. POWER OF ATTORNEY AND AGENCY DESIGNATION ON AN ACCOUNT -

- a. Power of Attorney. We have the right to review and approve any form of power of attorney and to require subsequent evidence as to the current effectiveness of any power of attorney, including but not limited to periodic affidavits of any attorney-in-fact.
- b. Agency Designation. An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

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

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (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 check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

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

c. 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," and "not valid over \$500.00." 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 restriction or limitation.

d. 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.

e. 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 authorization, 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.

f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

9. ACCOUNT ACCESS -

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

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, 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. We reserve the right to restrict account withdrawals or transfers from your account, provided that we shall not be liable for any damages arising from any action we take regarding either (i) withdrawals or transfers; or (ii) payments or nonpayments of a check or draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

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

10. ACH & WIRE TRANSFERS - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and

amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order 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 fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. 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, in accordance with our overdraft payment policy.

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

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

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

14. OVERDRAFTS -

a. Payment of 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, transaction, or other item 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 (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. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

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 with us, in accordance with our overdraft payment policy.

b. Order of Payments. Checks, drafts, transactions, and other items 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, or 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.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS -

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit 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 of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. Oral stop payment orders for checks or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although

payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general 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 regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT 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.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change 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 or draft for which the third party has proof of your authorization.

20. 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(s) 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 and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

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

22. 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.

23. NOTICES -

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

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of 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 paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

25. STATEMENTS -

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. 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 of the check or draft may be retained by us or by payable-through financial institutions and may be 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 are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. **Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

26. 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 and Charges, 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 and Charges, 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.

27. 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. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card and accepted by us.

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), 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 consistent with the Credit Union's bylaws and as allowed by applicable law.

30. DEATH 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. Once we know of a member's death, 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 an interest in the account to stop payment 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.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

32. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. 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 postjudgment collection actions.

34. GOVERNING LAW - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. 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.

Electronic Funds Transfer Agreement & Disclosure

ATM, Debit, Electronic Transactions, CFCU On-The-Go Services

Last Revision: 11/10/2016

This disclosure governs any Electronic Funds Transfers or Electronic Services made by you, or anyone authorized by you, through your account(s) at Chesterfield Federal Credit Union. The services we offer are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these services. You should keep this notice for future reference.

Definitions

In this disclosure “you”, “your” and “yours” refer to each person listed on your account or to anyone you authorized to access the account. “We”, “us”, and “ours” refer to Chesterfield Federal Credit Union. “Account(s)” shall refer to your share draft/checking, share account or any other account that may be accessed through the use of your card, telephone banking, home banking, mobile banking, electronic checks or any other electronic services described in this agreement. “Card” refers to either your ATM card(s) and/or your Visa Debit Card issued by Chesterfield Federal Credit Union. PIN refers to your identification code for your ATM card(s) and/or your Visa Debit card issued by Chesterfield Federal Credit Union or your password used to access any electronic services. CFCU On-The-Go refers to our convenience services, including, but not limited to Net24 Home Banking, Dial24 Telephone Banking and Mobile24 Mobile Banking.

1. CFCU On-The-Go

Electronic devices allow you to complete routine transactions with Chesterfield Federal Credit Union such as withdrawals, transfers, loan advances and payments, and balance inquiries. Also included in this category are Dial24 Telephone Banking and Net24 Home Banking (including Mobile24 Mobile Banking, Account Alerts, Online Bill Pay and mPower Financial Management). The transactions are initiated by you electronically by using one of the electronic devices.

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

a. Dial24 Telephone Banking

If we approve Dial24 for your accounts, a separate Personal Identification Number (PIN) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time, Dial24 Telephone Banking uses include, but are not limited to:

- Withdraw funds from your share or share draft accounts by check.
- Transfer funds from your share or share draft accounts.
- Make loan payments from your share or share draft accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Dial24 via a touch-tone telephone only. Dial24 service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

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

• Minimum withdrawal or transfer amount is \$1.00 per transaction. No transfer or withdrawal may exceed the available funds in your account or the funds available with overdraft protection or Overdraft Privilege.

• See Section 3 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below the required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call. The credit union allows you to choose your own PIN to be used with telephone access. You agree that you will be the only one to use the PIN. You will not divulge, give, or make it available to any other person, either directly or indirectly at any time. You agree to not keep the PIN in any place where it will be found with your member account number. You agree that any loss, theft, or unauthorized use of the PIN will be promptly reported to the credit union.

b. Net24 Home Banking / PC EFTs

A separate enrollment form is required to access Net24 Home Banking. If we approve the Net24 Home Banking service for your accounts, you will be prompted to create a password. You must use your password along with a username you select to access your accounts. Net 24 will grant access to all accounts that share your social security number (SSN), tax identification number (TIN), and employee identification number (EIN). At the present time, Net24 Home Banking uses include, but are not limited to:

- Withdraw funds from your share or share draft accounts by check.
- Transfer funds from your share or share draft accounts.
- Make loan payments from your share or share draft accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed with Net24 via a personal computer. Net24 will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. You may withdraw/transfer up to the available balance in your account. The credit union allows you to choose your own password to be used with personal computers, and website account access. You agree that you will be the only one to use the password. You will not divulge, give, or make it available to any other person, either directly or indirectly at any time. You agree to not keep the password authorization code in any place where it will be found with your member account number. You agree that any loss, theft, or unauthorized use of the password will be promptly reported to the credit union.

The credit union treats each transaction made at any personal computer or other electronic device, with your password as having been made or authorized by you. If the account to which the electronic transaction relates to is a joint account, all those transaction are binding on all parties to the accounts.

Regulation D of the Federal Reserve restricts electronic withdrawals and transfers. No more than six such withdrawals or transfers from each savings account within a calendar month will be allowed. This limit applies to all Electronic Fund transfers done through electronic devices or otherwise. This restriction does not apply to share draft accounts.

You agree that you will not use electronic devices to withdraw amounts of money in excess of your balance(s). If you have a preauthorized line of credit or other overdraft resources, you agree to not withdraw amounts of money in excess of your then available preauthorized credit limits. In the event that you do withdraw in excess of the available limits, you hereby agree to authorize the credit union to debit any of your accounts to cover the overdrawn amounts. The credit union may debit any of the accounts held separately by any joint owners on the accounts.

See Section 3 for transfer limitations that may apply to these transactions.

Included with access to Net24 Home Banking are Mobile24 Mobile Banking, Account Alerts, Online Bill Pay and mPower Financial Management.

Account Alerts

By signing up for Net24 Home Banking you acknowledge that the credit union may use the e-mail address or mobile phone number you have provided to send you e-mails and text messages. You are automatically qualified to receive various e-mails, but must sign up for others. You can register to receive notifications by text message. The different types of alerts are noted on the "Messages & Alerts" tab of Net24 Home Banking.

You also acknowledge that e-mails and text messages sent to you may include information about your account including, but not limited to, your name, address, account number, check numbers, passwords, account reset information, and balance information.

mPower Financial Management

You must first activate your Net24 Home Banking to use this feature.

With our fully interactive online service, you may monitor any of your financial account relationships from any of your accounts at Chesterfield Federal Credit Union or from any other account held by you at another financial institution, referred to in this agreement as "Accounts", assuming, of course, that the financial institution has the ability to and permits you to release your financial information to mPower and Chesterfield Federal Credit Union.

"mPower" and/or "Service" means the Account management service that Chesterfield Federal Credit makes available through our relationship with DebtFolio, Inc., a Delaware Corporation, doing business as Geezeo.com. The Service includes analyzing your personal finances through the Account information you provide, and the impact of various strategies on them.

You understand and agree that, at all times your relationship with us and each Account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

You authorize us to access your personal financial information for each account you request Chesterfield Federal Credit Union to include in the Service.

c. Online Bill Pay

We will process bill payment transfer requests only to those creditors the credit union has designated and such creditors as you authorize and for whom the credit union has the proper information. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from the checking account you have designated for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment in such a way that the creditor will have the funds on or slightly before the pay date you tell us. We will send the payment electronically for most bills. If it is not possible for electronic payment, the service will mail a check to the creditor. In this case, it could take up to 7 days for your creditor to receive it. You must allow sufficient time for the creditor to process the payment once it is received. We cannot guarantee the time that any payment will be credited to your account by the creditor.

- There is no limit to the number of bill payments per day.
- The maximum amount of bill payments is limited to the amount of available funds in your account at the time the bill payer deductions are made.

Please refer to the separate disclosure available to you when enrolling in Online Bill Pay.

d. Mobile24 Mobile Banking

You must first activate your Net24 Home Banking to use this feature. You will use your Net24 Home Banking username and password combination to access Mobile24 Mobile Banking.

Mobile24 Mobile Banking is accessible with web-enabled mobile banking and through a mobile application. You must use your password along with your account number to access your accounts. At the present time, Mobile24 Mobile Banking uses include, but are not limited to:

- Withdraw funds from your share or share draft accounts by check.
- Transfer funds from your share or share draft accounts.
- Make loan payments from your share or share draft accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Mobile deposit
Please refer to the Mobile Deposit Terms & Conditions for more details

2. EFT Services

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

a. ATM Card

If approved, you may use your Card and Personal Identification Number (PIN) in automated teller machines (ATM) of the Credit Union, PLUS, STAR, The Exchange, VISA, CU24, MoneyPass, Allpoint Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your share and share draft accounts.
- 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.

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

- You may withdraw up to a maximum of \$500.00 in any one day from an ATM with sufficient funds in your account. You may make an unlimited number of ATM transactions per day.
- You may also purchase up to a maximum of \$1,500.00 for Point-of-Sale (POS) transactions with your Card and PIN (Personal Identification Number) at merchant locations. You are limited to fifteen (15) transactions per day.
- Total daily maximum is \$2,000.00.
- 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. Your available balance includes funds available through overdraft protection sources and/or Overdraft Privilege.
- See Section 3 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is

made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

b. VISA Debit Card

If approved, you may use your Card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Honor, STAR, PLUS, The Exchange, VISA, CU24, MoneyPass, Allpoint Networks and other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your share and share draft accounts.
- 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 VISA.
- Order goods or services by mail or telephone from places that accept VISA.

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

- You may withdraw up to a maximum of \$500.00 in any one day from an ATM with sufficient funds in your account. You may make an unlimited number of ATM transactions per day.
- You may also purchase up to a maximum of \$2,000.00 for Point-of-Sale (POS) transactions with your Card and PIN (Personal Identification Number) at merchant locations. You may make an unlimited number of POS transactions per day.
- You may purchase up to a maximum of \$5,000.00 for signature-based (non-PIN) credit transactions at merchant locations. You are limited to fifteen (15) transactions per day.
- You may choose a combination of POS transactions and signature-based transactions at merchant locations for a total daily maximum of \$7,000.00. Note the number of transactions allowed per day for each transaction type used here.
- Total daily maximum is \$7,500.00.
- See Section 3 for transfer limitations that may apply to these transaction.

c. Preauthorized 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 share or share draft account.

Preauthorized Debits

Upon instruction, we will pay certain recurring transactions from your share and share draft account. Preauthorized debits from savings accounts are limited to a total of six (6) transactions per month inclusive of telephone transfers and all other electronic transactions. See Section 3 for transfer limitations that may apply to these transactions.

Right to stop payment and procedure for doing so

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 804-748-1417 or 877-748-CFCU, or write to us at Chesterfield Federal Credit Union, P.O. Box 820, Chesterfield, VA, 23832, in time for us to receive your request (3) three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within (14) fourteen days after you call. Or, you may use Net24 Home Banking or Dial24 Telephone Banking, if you are enrolled at the time of the request, to place your stop payment on checks. We will charge you the current service charge in effect for any stop payment order you give us in person or by mail. Any stop payments placed electronically are free of charge unless otherwise noted in the Truth In Savings disclosure.

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.

Electronic Check Conversions/Electronic Check Fee Conversions

You may authorize a merchant or other payee such as the electric company to make a one-time electronic payment from your checking/share draft account using the information from your check to: (1) Pay for purchases; or (2) Pay bills. Such payment also authorizes the merchant or other payee to electronically debit your account for returned payment fees. You are considered to have authorized such payments if you complete the transaction after being told orally or if there was a notice posted or was provided to you in any reasonably acceptable manner. When we use information from your check to make electronic fund transfers, funds may be withdrawn from your account as soon as the same day you make the payment.

3. Transfer Limitations

For all share accounts, no more than six (6) preauthorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee, drafts or ACH transactions may not be paid, and your account may be closed or payments rejected.

4. Conditions of Electronic Funds Transfers and Electronic Services

a. Ownership of Cards

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

b. Honoring the Card

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

c. Foreign Transactions and Foreign Currency

In the event that the use of the account involves foreign currency, your account will be billed/credited at the highest rate of conversion to U.S. dollars on the date the transaction is processed through our system. We are not liable to you for the fluctuation in the exchange rate occurring between the date of sale or payment and the date of conversion. Any charges paid by us to exchange processors will be applied to the transactions.

Foreign Transaction Fees: Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Visa. The rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the date the transaction is processed. This rate may differ from the rate

applicable on the date the transaction occurred or was posted to your account. A fee of up to 1% will be charged on all transactions completed outside of the United States where the cardholder's country code differs from the merchant country code. A fee of up to 1% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

d. Security of PIN or Password

You may use one or more PINs or passwords with your electronic funds transfers and electronic services. The PINs or passwords issued to you are for your security purposes. Any PINs or passwords 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 PINs or passwords. You agree not to disclose or otherwise make your PINs or passwords available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PINs or passwords, 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 your PINs or passwords may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these PINs or passwords 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.

5. Fees and Charges

There are certain fees and charges for electronic funds transfer and electronic services. From time to time, the charges may be changed. We will notify you as required by applicable law. Please refer to the Fee Listing found in your Truth-in-Savings Disclosure for your Share or Share Draft account for the details.

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 funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

6. Your Responsibility For Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree Chesterfield Federal Credit Union shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Tell us at once if you believe your card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Card or Card number without your permission, and was either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your account, and we can prove we could have stopped someone from using your account 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 or delivered electronically to Net24 Home Banking, 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 someone has transferred or may transfer money from your account without your permission, call 804-748-1417 or 877-748-CFCU or write to Chesterfield Federal Credit Union at: P.O. Box 820, Chesterfield, VA 23832 Fax: 804-796-7813

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 866-820-5855.

Chesterfield Federal Credit Union is not responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their PC using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

7. Right To Receive Documentation

a. Periodic Statement

Transactions made through Dial24 Telephone Banking, Net24 Home Banking or any ATM or POS terminal, Debit Card transactions or preauthorized EFT transactions 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 can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

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 804-748-1417 or 877-748-CFCU. This does not apply to transactions occurring outside the United States.

8. Information Authorization

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our Services in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering.

Chesterfield Federal Credit Union reserves the right, in its sole discretion, to determine if you are eligible and approved for the Services. If you are approved for any Services, we shall verify the Accounts that you add to the Service. You authorize us to validate the Accounts.

Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

9. User Content

Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to grant such Content license to us for the purposes set forth in this Agreement.

10. Proprietary Rights

You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse

engineer, or reverse compile the Service.

11. Means of Transfer

You authorize us to select any means we deem suitable to provide your instructions to the applicable financial institution. These choices include banking channels, electronic means, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern the applicable systems, such as the Clearing House Interbank Payments System (CHIPS) or automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA).

12. Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

13. Indemnification

You agree to indemnify, defend and hold harmless Chesterfield Federal Credit Union, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs including, but not limited to, attorneys fees arising directly or indirectly from: (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via the Service; and/or (e) your infringement, or infringement by any other user of your account(s) at our web site, of any intellectual property or other right of any person or entity.

14. 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 service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

15. Business Days

Our business days are Monday through Friday, excluding holidays.

16. 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 or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card, PIN or password 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 the transaction began.
- 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, PIN, password or any EFT facility for making such transfers.
- 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 or other funds owed to the credit union.
- If the telephone or computer equipment you use to conduct Dial24 Telephone Banking or Net24 Home Banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by the Credit Union.

17. 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.

18. Billing Errors

In case of errors or questions about electronic funds transfers or electronic services from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after the statement is mailed or delivered electronically to Net24 Home Banking on which the problem first appears. Call us at 804-748-1417 or 877-748-CFCU or write to us at:

Chesterfield FCU
P.O. Box 820
Chesterfield, VA 23832
Fax: 804-796-7813

In your communication, it is necessary to:

- 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 in 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.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. 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.*

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

19. Termination of Services

You may terminate this Agreement or any EFT or electronic service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any PIN or password. 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 with or without any notification to you. 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 to not accept your Card, PIN or password for any EFT or electronic 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.

20. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the Commonwealth of Virginia 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.

21. 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 up to 33 1/3% of attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

22. Other

You acknowledge that this agreement for use of EFT Services is subject to change at any time by the credit union with the required notice to you. This notification may be given to you at your last known address of record, the email address you have provided if you have opted in for electronic notices, or in the E-statement if you have elected such service.

If any of the terms of this agreement are determined by a governmental authority to be ineffective, the rest of this agreement shall remain in force. A waiver of the credit union of any of these terms and conditions on any occasion does not constitute a waiver of the same or any other terms and conditions on any other occasion.

Mobile Deposit Terms & Conditions

Last Revision: 9/1/2016

This agreement establishes the rules that govern the processing of deposited checks through your account(s) at the Credit Union using Mobile Deposit via Mobile24 Mobile Banking. From time to time, the Credit Union may amend any of the terms and conditions contained in this agreement. Such amendments shall become effective as stated on any notice sent to you. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc. By using the Mobile Remote Deposit, you accept all the terms and conditions of this agreement. Please read it carefully. The terms and conditions of the Membership & Account Agreement and the Truth-In-Savings Disclosure and Fee Schedule for your deposit accounts and each loan agreement continue to apply notwithstanding anything to the contrary in this agreement.

1. Rules, Laws and Regulations

You agree to abide by and comply with all local, state, and federal rules, laws and regulations. These rules include but are not limited to Regulation CC "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act). The Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this agreement and as amended from time to time.

2. Definitions

In this disclosure "you", "your" and "yours" refer to each person listed on your account or to anyone you authorized to access the account. "We", "us", "ours" and "the Credit Union" refer to Chesterfield Federal Credit Union. "Account(s)" shall refer to your share draft/checking, money market checking or share account that may be accessed through the Mobile24 Mobile Banking app. CFCU On-The-Go refers to our convenience services, including, but not limited to Net24 Home Banking, Dial24 Telephone Banking and Mobile24 Mobile Banking. Mobile Deposit may also be referred to as Remote Deposit Capture.

3. Services and Funds Availability

Once approved for Mobile Deposit, you may use the services to deposit checks into your account(s) with the Credit Union, subject to the terms of this agreement. Checks deposited through the services will be converted to image items for processing. The services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership & Account Agreement and the Truth-In-Savings Disclosure and Fee Schedule, which govern the use of your account. We are notifying you in advance that deposits made by Mobile Deposit do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. You agree to receive notice of extended hold times via your transaction history in Mobile24 Mobile Banking and Net24 Home Banking. Limits vary based on your current relationship with Chesterfield Federal Credit Union and will be presented to you upon logging in to use Mobile Deposit.

4. Returned Deposits

Any credit to your account using Mobile Deposit is provisional. If a check deposited through Mobile Deposit is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

5. Member Eligibility

You understand that you must be a Chesterfield Federal Credit Union member in good standing, and meet other pre-determined qualifying factors to qualify for the services. To determine if you are eligible for these Services, visit any CFCU branch or contact us at 804-748-1417.

6. Access

To use Mobile Deposit, you must have a compatible mobile device with our system, access to telecommunication services necessary for the Mobile Deposit service. Application upgrades may be required from time-to-time for continued use of the services.

You are responsible for the security of the Mobile Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Mobile Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for all costs of using the Service and operating the Mobile Device, including, but not limited to telephone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.

7. Equipment or System Failure

In the event of a system failure, you agree that, in order to deposit your checks, you must deliver them directly to a Credit Union branch office for processing. If the checks were scanned prior to the system failure, you must obtain our approval before delivering the checks to a branch office for processing.

8. Hours of Access

Services are available 24 hours per day, 7 days per week, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Transmission deadlines and funds availability terms and conditions apply. We agree to post notice of any extended periods of non-availability on the Credit Union website.

9. Posting of Transactions

Mobile deposits initiated through the system are generally credited to your account immediately. There may be a delay during day-end posting, which occurs between 9:00pm EST and 12:00am EST Monday—Sunday. For Mobile Deposit, a business day is describe as Monday through Friday, except for Federal holidays.

10. Authorized Users

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid member and user login IDs and passwords, including such persons who may not be signers on member's account. Except as otherwise provided by law, you will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the services. You agree to provide each authorized user a copy of these terms in connection with their use of the services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the services without prior notice if we are unable to confirm any person's authority to access the services or if we believe such action is necessary for security reasons.

11. Security

You understand the importance of your role in preventing misuse of your accounts associated with Mobile Deposit, and you agree to promptly examine your paper or electronic statement for each of your Credit Union accounts as soon as you receive it and notify us of any errors in accordance with your Membership & Account Agreement. You agree to protect the confidentiality of your accounts and member number and passwords. Data transmitted via the services is encrypted in an effort to provide transmission security. Mobile Deposit utilizes identification technology to verify that the sender and receiver, of transmissions related to the services can be appropriately identified by each other. Notwithstanding our efforts to ensure the services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot, and do not, warrant that all data transfers utilizing Mobile Deposit, or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call us immediately at 804-748-1417 at the number in the contact information section of this agreement.

12. Use of Services

As a condition to using the services, you agree that you are solely responsible for the use of the Services and that you will use the Services in accordance with this agreement. You agree not to attempt to circumvent the security features of the services or the system or make any improper or unauthorized transfer of funds from accounts via the services or the system. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the system and the services as well as accessing or using the system or the services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the services or the system by you or your authorized users.

You are prohibited from using the services for any activity that:

- Would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
- Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling);
- Directly or indirectly related to the use of the services that is illegal or fraudulent.

13. Deposit of Original Checks

You agree that no check deposited to the Credit Union shall cause funds to be debited more than once from the account of the maker. You agree that the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Credit Union (unless we instruct you to do so) or under any circumstances with any other financial institution.

14. Check Retention Period

You agree that you will preserve the originals of all checks, processed through the services pursuant to this agreement for fifteen (14) calendar days after the day of deposit ("Retention Period"). After you receive the "Deposit Successful" message, write "Deposited via Mobile Deposit" on the check front. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the retention period, shall be exclusively on the member.

15. Destruction of Original Checks

You will be fully responsible for the destruction of the checks. You agree to use commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical check in the check collection process or with a lost, destroyed, stolen or misplaced check shall be exclusively on the member.

16. Eligible Items

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not deposit any of the following types of checks (or other items) which we considered ineligible:

- Checks payable to any person or entity other than the person or entity owning the account the check is being deposited into
- Checks containing any alteration or which you know, suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks jointly payable, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in Reg. CC
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of the Membership & Account Agreement
- Checks payable on sight or payable through Drafts, as defined in Reg. CC
- Checks with any endorsement on the back other than that specified in this Agreement
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution
- Checks that are in violation of any federal or state law, rule, or regulation
- Checks we deem, in our sole discretion, unsuitable through the Service

17. Endorsement of Checks

You agree to properly endorse each check with your signature and the phrase "For Mobile Deposit Only" prior to submitting such check through the use of the services.

18. Image Quality

You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you.

Each Image must include the front and back of the Item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

19. Termination

We are permitted to terminate any or all of the services immediately should you breach any part of this agreement or of the membership agreement. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services.

20. Confidentiality

You acknowledge that we will disclose information to third parties about Your account or the image items you deposit:

- To enable Your access to the services and the system,
- When it is necessary for completing deposits, and
- As required by law.

NOTE: Items deposited using Mobile Deposit is subject to our verification and final inspection process. We may at any time deposit an image item or return all or part of a deposit of multiple image items to you without prior notice. We are under no obligation to inspect or verify any image item to determine accuracy, legibility or quality of the image item or MICR line information associated with the image item, or for any other purpose. However, we may correct or amend MICR line information associated with an image item to facilitate processing of the image item or a substitute check created from that image item. We may process and collect an image item or a substitute image item through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions. We may hold and use funds in any deposit account of yours following termination of this Agreement and the services for such time as we reasonably determine to be necessary for us to be assured that no image item processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible, with such right being in addition to any other rights we may have with respect to your accounts. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network, our representations and warranties to others with regards to image items and substitute checks may expose the Credit Union to claims for several years following processing of any particular image item or substitute check.

a. If a payor financial institution returns an image item to us for any reason, we may charge your applicable account for the returned image item, whether or not the return is timely and proper, and we may further either:

- Return the image item to you; or
- Re-present it to the payor financial institution before returning it to you.

Items may be returned as image items, rather than substitute checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against us or seeks a recredit with respect to any image item processed, we may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

b. Immediately suspending the services or the system or the processing of any check or corresponding electronic image item if we have reason to believe that there has been a breach in the security of the services or system, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic image items, including the right to process electronic image items on a collection basis at any time; and

c. Refusing to process any non-conforming image items, including without limitation any image items that do not meet the definition of a "check" set forth herein.

21. Contact Information

Notifications required by this agreement are to be directed to us at the address or phone numbers listed below.

Chesterfield Federal Credit Union
P.O. Box 820
Chesterfield, VA 23832
Phone: 804-748-1417

22. Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Mobile Deposit Services provided to you under this agreement. We do not and cannot warrant that Services will operate without errors, or that any or all services will be available and operational at all times. Except as specifically provided in this agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this and or by reason of your use of or access to Mobile Deposit Services. The Credit Union shall be responsible only for performing the services expressly provided for in this agreement and shall be liable only for its negligence in performing those services. The Credit Union shall not be responsible for the member's acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed the Credit Union's agent. The member agrees to indemnify the Credit Union against any claims, damages, loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the member, or any other person described in this paragraph. In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the member may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement. Without limiting the generality of the forgoing provisions, or the provisions of this Agreement, the Credit Union shall be excused from failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. Notwithstanding any other provision set forth herein to the contrary, in the event of default under the terms of this agreement by the member, the Credit Union shall have all rights and remedies available at law or in equity.

Governing Law

This Agreement shall be construed in accordance with Virginia law and the laws of the United States of America. We and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this agreement, will exclusively be in the state or federal courts located in Chesterfield, VA.

Severability

If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

Acceptance

Your use of the services constitutes your acceptance of this agreement. The credit union reserves the right to change the terms for the services described in this agreement by notifying you of such change in writing and we may amend, modify, add to, or delete from this agreement from time to time. Your continued use of the services will indicate your acceptance of the revised agreement.

ESIGN Consent Disclosure

ESIGN Consent to Use Electronic Records or Signatures

Last Revision: 10/23/2013

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information 'in writing' – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. Therefore, before you use our Electronic Services, you must review and consent to the terms outlined below.

In this consent 'We', 'us', 'our', and 'CFCU' or 'the credit union' means Chesterfield Federal Credit Union. 'You' and 'your' means the person giving this consent, and also each additional account owner, authorized signer, and/or authorized representative identified on any CFCU product that you apply for, use or access. 'Communications' means each disclosure, notice, alert, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request. 'Electronic Service' means each and every product we offer that you apply for, own, use, administer or access, either now or in the future. CFCU products include Electronic Services.

1. **Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing.**

In our sole discretion, the communications we provide to you, or that you sign or agree to at our request, may be in electronic form (Electronic Records). Please view additional examples of types of communications that we may send as Electronic Records under this consent. We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic records may be delivered to you in a variety of ways. These various delivery methods are described in our Electronic Funds Transfer Disclosure and Agreement and in other agreements that we may have with you from time to time. In some cases, you will be able to choose whether to have certain communications electronically or on paper or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice to us on paper, unless we specifically tell you in another communication how you may deliver that notice to us electronically.

2. **Certain information must still be provided in writing.**

There are certain communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those communications to you in writing. However, if the law changes in the future and permits any of those communications to be delivered as electronic records, this consent will automatically cover those communications as well.

We will continue to provide your tax statements on paper.

3. **Your option to receive paper copies.**

If we provide electronic records to you and you want a paper copy, you may contact the appropriate member service department and request a paper version. You will find the appropriate contact information on the account statement or by calling the credit union. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the Fee Listing for the current applicable fee that applies to paper copies.

4. **Your consent covers all CFCU products.**

Your consent covers all communications relating to any CFCU product or service. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may wish to obtain or begin using a new CFCU product or service from us. When you do, we may remind you that you already have given us your consent to use electronic records and signatures. If you decide not to use the electronic records and signatures in connection with the new product or service, your decision does not mean that you have withdrawn this consent for any other CFCU product or service.

5. **Privacy Policies.**

You agree that we may satisfy our obligation, if permitted by law, to provide you with an annual copy of our Privacy Policy electronically by emailing it to you at the current email address on file with us at the time of electronic mailing, by keeping it available for review at www.chesterfieldfcu.net or you may contact us by using the information provided on the periodic statement or other applicable document and request a paper copy or email copy of such notice at any time.

6. **You may withdraw your consent at any time; Consequences of withdrawing consent.**

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- Free or reduced fee services or products within the offerings of the CFCU.
- Your ability to use or access certain CFCU products or services.
- Your ability to use certain benefits associated with the CFCU Relationship Program that may be offered by CFCU from time to time.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service. Depending on the specific CFCU product or service, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to Fee Listing for any fee(s) that may apply.

7. **How to give notice of withdrawal.**

To withdraw your consent:

- For electronic statements delivered to you via Net 24 Home Banking: you must contact us by:
 - Calling us at (804) 748-1417 or (877) 748-CFCU (2328).
 - Emailing us at: memberservices@chesterfieldfcu.net.
 - Changing your preference in Net 24 on the 'Settings' tab.
- For alerts and email notices, you have options for opting in or out of the specific services. These options are found and can be changed within Net 24 Home Banking in the 'Messages & Alerts' tab. Or, you may email or call us at the contacts listed above.
- For all other types of communications not listed above:
 - Call us at (804) 748-1417 or (877) 748-CFCU (2328)
 - Email us at: memberservices@chesterfieldfcu.net.

8. You must keep your email current with us.

You must promptly notify us of any change in your email address. You may change the email address on record for you by going to the 'Settings' page within your Net24 Home Banking account and updating your contact information. There may be other CFCU products or services for which we provide separate instructions on how to update your email address with us. If we learn that you are no longer receiving our email notifications (for example, an email to you is returned as undeliverable), we may discontinue sending eStatement and alert emails to you. We will make a reasonable attempt to redeliver your notification electronically. However, CFCU is not obligated to verify that you are receiving or accessing your electronic documents.

9. Hardware and software you will need.

To receive electronic records, you must have access to:

- A current version of an Internet Browser that we support,
- A connection to the Internet,
- A current versions of a program that accurately reads and displays PDF files such as Adobe Acrobat Reader and
- A computer and operating system capable of supporting all of the above., You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for a particular mobile or handheld device.

By "current version" we mean a version of the software that is currently being supported by its publisher. The following list includes some the internet browsers you are able to use with Net 24:

- Internet Explorer version 9+10
- Firefox 10
- Apple Safari 5
- Opera 12
- Google Chrome 21

From time to time, we may offer services or features that require that your internet browser be configured in a particular way, such as allowing the use of JavaScript or cookies. If we detect that your browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of the current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Net 24 home banking or other CFCU On-the-Go suite of services.

10. Changes to hardware or software requirements. If our hardware or software requirements change and that change would create a material risk that you would not be able to access or retain your electronic records, we will give you notice of the revised hardware or software requirements. Continuing to use electronic services after receiving such notice of the change is reaffirmation of your consent.

11. Your enrollment in electronic services using our equipment. If you enroll by using our equipment, your enrollment may not be complete until you take additional action.

12. Communications in languages other than English. Please note that we may be unable to fulfill and service CFCU products and services in a language other than English. If you are not fluent in English, you should consider obtaining the services of an interpreter to ensure you understand this disclosure as well as how to perform any transactions through Net24 home banking and related services.

Please indicate your consent to use electronic records and signature by selecting 'I Consent' when enrolling in Net24 Home Banking. By providing your consent, you are also confirming that you have the hardware and software described in the sections above, that you are able to receive and review electronic records, and that you have an active email account. Additionally, you are confirming that you are authorized to and do consent on behalf of all the other account owners, authorized signers, authorized representatives identified with your CFCU products and services.

Additional examples of Electronic Records covered by your consent include:

- This Esign consent disclosure and any future amendments,
- Our Electronic Funds Transfer Agreement and Disclosure,
- All of the communications related to any CFCU product or services except for those excluded by the terms of this Esign Consent disclosure,
- All of the periodic account and activity statements, disclosures, and notices we provide to you concerning your CFCU products and services,
- Any notice or disclosure regarding fees, assessments of any kind, including late fees, overdraft fees, and returned item fees,
- Notices of any amendments to any of your agreements with us, and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

Funds Availability Policy

Last Revision: 10/23/2013

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

1. General Policy

Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 5:30 pm on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after 5:30 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after your have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

3. Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh (11th) business day after the day of your deposit.

5. Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

6. Deposits at ATMs

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply to deposits made at ATMs that we own or operate. All ATMs that we own are identified as our machines.

Funds from deposits made at proprietary ATMs (those owned by us) or at Credit Union Service Centers will be subject to hold. The length of hold depends on the type of deposit made. Deposits made after 2:00 pm on a business day will be treated as being deposited the next business day. Cash deposited will be available after 2:00 pm the same business day. Checks deposited will be available generally no later than the fifth (5th) business day following the deposit. However, \$200 of your deposit will be available on the day of your deposit.

7. Foreign Checks

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

Regulation D Notice

Chesterfield Federal Credit Union (CFCU) complies with the Federal Reserve Bank's Regulation D. For each savings account suffix, the following transactions are limited to a total of six per month:

- Automatic savings-to-checking transfers to cover overdrafts.
- Telephone transfers from savings to checking or other share accounts when made through Dial24 Telephone Banking.
- Transfers to share accounts made through CFCU's automatic transfer program, Net24 Home Banking, Dial24 Telephone Banking or Mobile24 Mobile Banking.
- ACH electronic drafts from savings, such as insurance drafts.

Once the limit is reached through any combination of the above transactions, further transactions will not be processed. This may result in checks or other debits being returned and return fees being charged, and your checking account being closed. These Regulation D limits are in addition to CFCU's standard limits and fees, including excessive withdrawals disclosed in the Fee Listing.

Ways to Avoid Inconvenience

- Check your accounts using Net24 Home Banking, Dial24 Telephone Banking or Mobile24 Mobile Banking.
- Plan ahead. When you call for savings-to-checking transfers, make one large transfer instead of several small ones.
- Adjust any payroll deductions to be in line with your normal spending habits.
- Specify more accounts, such as other share accounts or a line of credit, to be used for overdraft protection.
- Authorize direct deposits to go to checking, not savings.
- Balance your checking account regularly.
- Apply for a line of credit.

Overdraft Coverage Options—Overdraft Protection & Overdraft Privilege

Last Revision: 3/29/2016

Life happens! Chesterfield Federal Credit Union understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

Overdraft Coverage Options

The choice is yours. Consider these ways to cover overdrafts:

Service	Cost
Link to another deposit account you have at Chesterfield Federal Credit Union ¹	\$2 fee per transfer
Line of credit ^{1, 2}	7.9% - 13.9% APR ³
Overdraft Privilege	\$30 overdraft fee per item. Daily fees may apply.

¹Contact us at (804) 748-1417, apply online through Net24 Home Banking or stop by any branch to sign up or apply for these services

²Subject to credit approval

³Annual Percentage Rate (subject to 12 C.F.R. § 1026.16(b)).

Overdraft Protection services apply to all types of transactions and allow you to link other sources, such as another account or line of credit at Chesterfield Federal Credit Union, to your checking account to pay an overdraft transaction for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval.

Overdraft Privilege allows you to overdraw your account for a fee in order to pay a transaction.

Transactions Covered with Overdraft Privilege	Standard Coverage (No action required)	Extended Coverage (Your consent required*)
Checks	X	X
ACH - Auto Debits	X	X
Recurring Debit Card Payments	X	X
Online Bill Pay Items	X	X
Net24 Home Banking Transfers	X	X
Dial24 Telephone Banking	X	X
ATM Withdrawals		X*
Everyday Debit Card Purchases		X*

*If you choose Extended Coverage, all the transaction types listed in Standard Coverage are included, along with **ATM withdrawals and everyday debit card transactions**.

You can discontinue the Overdraft Privilege in its entirety by contacting us at (804)748-1417 or visiting any branch location. If you already have Extended Overdraft Privilege coverage, it is not necessary to request it again.

If you would like to select Extended Coverage for future transactions:

- Call us at **804-748-1417**
- Visit any branch
- Complete an enrollment form and mail it to us at P.O. Box 820, Chesterfield, VA 23832
- Send an e-mail to optin@chesterfieldfcu.net

What Else You Should Know

- ACH transactions post around 6am, Monday—Friday in the order that we receive them. Checks post around 4pm, Monday—Friday, in the order that we receive them. ATM and Debit transactions post in real time. The order in which transactions are posted may impact the total amount of overdraft or return fees assessed.
- A link to a savings account or a line of credit is a less expensive option than an overdraft.
- A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts.
- Good account management is the best way to avoid overdrafts. Use Net24 Home Banking, Dial24 Telephone Banking or Mobile24 Mobile Banking to keep track of your balance.
- The \$30 fee is the same fee that would be charged if a check was returned as unpaid. If multiple items would overdraw your account on the same day, each item would be assessed an appropriate Overdraft fee or a Return fee of \$30. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn in excess of the Overdraft Privilege limit amount as a result of fees.
- Even if you have another source of overdraft protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted.

- Although under payment system rules, Chesterfield Federal Credit Union may be obligated to pay some unauthorized debit card transactions, Chesterfield Federal Credit Union will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Protection Options) to cover the transactions and any fee(s).
- Giving us your consent to pay everyday debit card and ATM overdrafts may result in you incurring overdraft fees for transactions that we would otherwise be required to pay without assessing an overdraft fee. However, this may allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available funds that could result in restriction of your debit card.
- Except as described in this letter, Chesterfield Federal Credit Union will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).
- We may restrict your debit card use if you incur overdrafts in excess of the available funds in your account, including any Overdraft Privilege limit.
- Chesterfield Federal Credit Union will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Overdraft Privilege may be discontinued if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within thirty-five (35) days for a minimum of one business day.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account and Disclosure Agreement. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Protection or Overdraft Privilege , please call us at (804)748-1417 or visit any branch.

How Your Accounts Are Federally Insured

Last Revision: March 2014

What Is NCUA

The National Credit Union Administration, commonly referred to as NCUA, is an independent agency of the United States government that regulates, charters and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, the NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

Why is NCUSIF Share Insurance Coverage Important?

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost a penny from accounts insured by the NCUSIF.

Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured, state-chartered credit unions.

What Basic Coverage is Provided by the NCUSIF?

The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their single ownership accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union are fully insured.

If a person has more than \$250,000 at any single credit union, several options are available for additional share insurance coverage because, as discussed in greater detail (right), the NCUSIF provides separate insurance for other accounts.

Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While the NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities offered by affiliated entities.

Does the NCUSIF Provide Additional Coverage

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their single ownership accounts.

Retirement Accounts

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, NCUA insures KEOGH accounts separately in the aggregate to \$250,000 at each credit union.

Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

Joint Accounts

Joint accounts are owned by two or more people who have equal rights to withdraw money from the account and no beneficiaries are named. These accounts can include regular shares, share drafts (similar to checking), money market accounts, and share certificates. The NCUSIF provides each joint account holder with \$250,000 coverage for their aggregate interests at each federally insured credit union.

For example, a two person joint account with no beneficiaries has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts with no beneficiaries and retirement accounts.

Trust Accounts

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common informal revocable trust payable-on-death account without additional documentation; however, some trusts require additional, valid documentation to qualify for coverage. While this brochure briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

Revocable Trusts

Revocable trust accounts may qualify for insurance coverage of up to \$250,000 per beneficiary named by the owner (if a member of the credit union) that is separate from the individual coverage available to the trust owner (also referred to as grantor or settlor). For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary). This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

Irrevocable Trusts

Irrevocable trusts have separate coverage based on the beneficial interest. The interest of each beneficiary in an account (or accounts) established as an irrevocable trust has separate NCUSIF coverage of up to \$250,000. In cases where a beneficiary has an interest in more than one trust arrangement created by the same owner, the interests of the beneficiary in all accounts established under such trusts are added together for insurance purposes and insured for a total of up to \$250,000.

How Do I Know My Credit Union is Federally Insured?

Federally insured credit unions are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in their offices and branches. For a complete directory of federally insured credit unions, visit NCUA's agency website at ncua.gov.

Coverage Limits

The standard share insurance amount is \$250,000 per share owner, per insured credit union, for each account ownership category. The \$250,000 standard share insurance account became permanent through the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

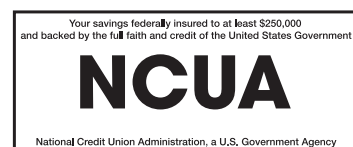
NCUA Share Insurance Estimator

The NCUA Electronic Share Insurance Estimator is available to help members better understand the protection offered by the NCUSIF. This interactive site allows users to input data to compute the amount of NCUSIF coverage available under different account scenarios. This resource is available at MyCreditUnion.gov/estimator.

Where Can I Find More Information?

NCUA has more information available to help credit union members better understand how the NCUSIF keeps their accounts safe and protected. A comprehensive booklet entitled *Your Insured Funds* is available on NCUA's ncua.gov and MyCreditUnion.gov websites. This booklet contains a detailed discussion of all available types of NCUSIF coverage, along with examples illustrating how the coverage works in practice. You can get additional information about credit unions and the financial services they offer, as well as tips on how to save, create a budget, and plan for a major purchase at NCUA's consumer website, MyCreditUnion.gov.

National Credit Union Administration | Office of Consumer Protection
1775 Duke Street, Alexandria, VA 22314 | (703) 518-1150 | www.MyCreditUnion.gov
Send emails to: dcamail@ncua.gov





FACTS

What does Chesterfield Federal Credit Union (CFCU) do with your personal information?

Why?

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 Chesterfield Federal Credit

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, Credit Score, Account Balances, Account Transactions, Payment History, and Credit History

How?

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.

Reasons we can share your personal information	Does CFCU 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 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	Yes
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing

Call 804-748-1417 or 877-748-CFCU and a financial service representative can help you.

Please note:

If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 804-748-1417 or 877-748-CFCU or go to www.chesterfieldfcu.net

Who We Are

Who is providing this notice? Chesterfield Federal Credit Union (CFCU)

What We Do

How does CFCU 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. Our employees are

How does CFCU collect my personal information? We collect your personal information, for example, when you open a new account, apply for a loan or credit card, initiate a wire transfer, show us your driver's license, or use your debit or credit card.

We also collect your personal information from others such as credit bureaus and other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else? Your choices will apply to everyone on the account.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and non-financial companies. For example:

- Credit Union Shared Service Center Network

Non-affiliates Companies not related by common ownership or control. They can be financial and non-financial companies. Chesterfield Federal Credit Union does not share your information with non-affiliates.

Joint Marketing A formal agreement between non-affiliated financial companies that together market financial products or services to you. For example:

- CUNA Mutual Insurance Society

Truth In Savings Disclosure - Deposit Accounts

Except as specifically described, the following disclosures apply to all accounts.
All accounts described in this Truth-in-Savings Disclosure are variable rate share accounts.

RATE SCHEDULE				
Effective Date	Savings	Club Accounts	Money Market Checking	Checking
4/1/2018				
Dividend Rate / Annual Percentage Yield (APY)	.05% / .05%	.05% / .05%	Tier 1 .05% / .05% Tier 2 .05% / .05%	.00% / .00%
Dividends Compounded:	Quarterly	Quarterly	Monthly	Quarterly
Dividends Credited:	Quarterly	Quarterly	Monthly	Quarterly
Dividend Period:	Quarterly (Calendar)	Quarterly (Calendar)	Monthly (Calendar)	Quarterly (Calendar)
Balance Requirements				
Minimum Opening Deposit	\$5.00	\$5.00	\$1000.00	\$5.00
Minimum Balance to Avoid a Service Fee:	—	—	\$2,500.00	—
Minimum Balance to Earn the Stated APY:	\$100.00	\$100.00	\$100.00	\$100.00
Balance Method to Calculate Dividends:	Average Daily Balance	Average Daily Balance	Average Daily Balance	Average Daily Balance
Account Limitations (See Paragraph 6)	Account Withdrawal Limitations Apply			

1. Rate Information

The annual percentage yield 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 an annual period. For Primary Share, Club Accounts, IRA and Share Draft accounts, the dividend rate and annual percentage yield may change quarterly as determined by the credit union's Board of Directors. For Money Market Checking accounts, the dividend rate and annual percentage yield may change monthly as determined by the credit union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is set forth on the Rate Schedule.

The Money Market Checking account is a tiered rate account. If your average daily balance is from \$100.00 to \$50,000.00, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your average daily balance is from \$50,000.01 or greater, the second dividend rate and annual percentage yield listed for these accounts will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

2. Nature of Dividends

Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

3. Dividend Compounding and Crediting

The compounding and crediting of dividends and the dividend period applicable to each account are set forth in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. Accrual of Dividends

For all accounts dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Primary Share, Club Accounts, Money Market Checking, and Share Draft accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid. However, for Club Accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

5. Balance Information

To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value amount is stated in the Fee Listing. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Money Market Checking accounts, there is a minimum average daily balance required to avoid a service fee for the dividend period. If the minimum average daily balance as disclosed in the Fee Listing is not met during each day of the dividend period, there will be a service fee as stated in the Rate Schedule. For Primary Share and Share Draft accounts, there is a minimum average daily balance required to obtain the annual percentage yield for the dividend period. If the minimum average daily balance is not met, you will not earn the stated annual percentage yield. For all accounts using an average daily balance method, dividends are calculated by applying a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

6. Account Limitations

For Primary Share, Club Accounts and IRA accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from each account to another account or to a third party in any month. If you exceed these limitations, your account may be charged fees and closed. For Primary Share accounts, you will be charged a fee as disclosed in the Fee Listing for any withdrawal in excess of six (6) per calendar quarter. For Money Market Checking accounts, you will be charged a fee as disclosed in the Fee Listing for any withdrawal or transfer in excess of six (6) per calendar month. For Christmas Club accounts, the entire balance

will be transferred annually to another account of yours on October 31st. If October 31st occurs on a Saturday or Sunday, the transfer will take place on the preceding Friday. For Vacation Club accounts, the entire balance will be transferred annually to another account of yours on May 31st. If May 31st occurs on a Saturday or Sunday, the transfer will take place on the preceding Friday. For Share Draft accounts, no account limitations apply.

7. Fees For Overdrawing Accounts

Fees may be imposed on each check, draft, item, ATM card withdrawal, debit card point of sale purchase, preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Listing for current fee information.

The credit union may offer Overdraft Privilege protection on certain accounts.

Types of Eligible Accounts

Regular Checking and Second Checking accounts. Money Market and business/organization checking accounts are NOT eligible for Overdraft Privilege.

Order of Overdrafting

Overdraft Privilege may cover overdrafts *after all other* sources of overdraft protection have been exhausted. Once a member's balance has gone negative, we expect a deposit as soon as possible to cover the overdraft.

Opting Out

A member who has been selected for Overdraft Privilege may opt out of the program by notifying the credit union in person, by phone, by email or by regular mail.

Other Forms of Overdraft Protection

The credit union does not encourage members to overdraft their accounts. A variety of overdraft protection services are available to members including transfers from other accounts and Overdraft Protection Line of Credit Loans. These options are less expensive than using Overdraft Privilege and you are encouraged to use them.

Limitations

The credit union reserves the right to not pay any item. The credit union may, at management's sole discretion, pay reasonable overdrafts as a non-contractual courtesy. Members who discontinue a direct deposit relationship with the credit union or otherwise no longer meet the standard criteria may have their Overdraft Privilege revoked. For example, typically, we do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts.

Overdraft Privilege Disclaimer

The credit union's Overdraft Privilege plan is a discretionary non-contractual courtesy. It is not an obligation of the credit union and the credit union may refuse to provide the courtesy on any account at any time and from time to time. The accountholder does not have a contractual right to Overdraft Privilege and payment is not guaranteed by the Overdraft Privilege plan.

8. Non Interest-Bearing Accounts

Chesterfield Federal Credit Union offers a non interest-bearing savings and checking account. The following terms and conditions apply:

Minimum Opening Deposit: \$5.00

Minimum Balance to Avoid a Service Fee: \$0.00

All other fees and terms apply. For more details, please reference the fee listing that follows.

9. OwnerAdvantage Benefits

Members age 18 and over qualify for OwnerAdvantage benefits based on your relationship with the credit union.

Your account level and rewards are determined by the products and services you utilize at CFCU, including checking accounts, debit cards, online banking, e-statements, loans, credit cards and deposit products. If the required products and services are not maintained, you will no longer qualify for the benefits within the specified account level. You must be a member of the qualifying account level at the time the service is provided to qualify for the benefit. For loan discounts, you must be a member of the qualifying account level at the time of application to qualify. For safe deposit box discounts, you must be a member of the qualifying account level on the day of renewal. Overdraft and Overdraft Privilege fee waivers are calculated on a rolling 12-month basis.

Program requirements and benefits are subject to change at any time without notice. Benefit level qualifications are reviewed and adjusted on an ongoing basis based on your current relationship level. Full information on the program can be obtained at www.chesterfieldfcu.net or by sending a request in writing to:

Chesterfield Federal Credit Union
Attn: OwnerAdvantage
P.O. Box 820
Chesterfield, VA 23832

10. Share Value

Par Value of One Share \$5.00



Fee Schedule

Savings Fees

Excessive Withdrawal ¹	\$5.00 / withdrawal
In-branch ^{1 13}	\$5.00 / withdrawal
Electronic Transaction ²	\$2.00 / withdrawal
Savings Only Fee ^{3 13}	\$5.00 / month

Checking & Money Market Fees

Check Copy	\$3.00 / copy
Check Printing	Varies
Counter Checks, Sheet of 4	\$3.00 / sheet
Money Market Excessive Withdrawal ⁴	\$5.00 / withdrawal
Money Market Monthly Service ⁵	\$10.00 / Month
Overdraft Privilege	\$30.00 / item
Share Overdraft Transfer Fee	\$2.00 / transfer
Stop Payment	
In-branch	\$30.00 / item
Net24 or Dial24	No charge
Uncollected Funds	\$30.00 / item

Card Fees

ATM Usage	
CFCU	No charge
CUHere, Moneypass or Allpoint	No charge
Other networks	\$2.00 / transaction
Debit Card Reactivation ⁶	\$10.00 / occurrence
Design Your Own Card	\$12.00 / card
Foreign Transaction Fee	1% of transaction amount
Plastic Card Replacement ⁷	\$10.00 / card
Visa Gift Card	\$3.95 / each

1 - Savings account excessive withdrawals are any teller-generated withdrawals over 3 per month in each account (savings & club accounts only). This fee is charged on the last day of the month.

2 - For electronic transactions in excess of 6 per month. Electronic transactions include online and telephone banking transactions, overdraft protection transfers and ACH withdrawals from your account.

3 - Savings only fee is charged when you carry only savings-based products, including savings accounts or club accounts. To avoid this fee, consider opening a checking account, certificate or loan product.

4 - Money market excessive withdrawals are any withdrawals over 6 per month. This fee is charged on the last day of the month.

5 - The Money Market Monthly Service Fee is waived when you carry an average daily balance of at least \$2,500.

6 - A Debit Card Reactivation Fee will be charged to reactivate your card if it is frozen due to a negative balance without opting into Extended Coverage for Overdraft Privilege. This fee is effective 1/1/2018.

7 - Plastic Card Replacement fee is charged each time you replace your card in excess of once per year.

Other Account Fees

Account Research ⁷	\$20.00 / hour
Bad Address Fee ⁸	\$2.00 / month
Check Cashing ⁹	\$3.00 / check
Deposited Item Return	
Third Party	\$15.00
Member Liability	\$35.00
Deposit Verification	\$10.00 / request
Inactive Account ¹⁰	\$2.00 / month
Insufficient Funds	\$30.00 / item
Invalid ACH Number ¹¹	\$3.00 / item
Money Order	\$3.00
Loan Payment from External Account	
Electronic Payment	\$3.00
Credit / Debit Card ¹²	2% of transaction or \$5.00
Notary Public	No charge
Person to Person Payments (Paypal)	\$0.75 / transaction
Signature Guarantee Service	\$5.00
Statement Copy	\$3.00 / copy
Stop Payment	
ACH	\$30.00
Teller Check	\$30.00
Tax Lien, Levy or Garnishment	\$50.00 / item
Teller Check	
Payable to member	No charge
Third Party	\$3.00
Wire Transfer	
Incoming	\$2.00
Domestic	\$20.00
Foreign	\$30.00

7 - 1 hour minimum, rounded to the nearest 1/4 hour

8 - Bad address fee is charged when we receive returned mail on your account and will continue monthly until you update and confirm your address with us.

9- Check cashing fee is waived for members with an active loan, certificate, money market or checking share, or if the balance in the savings account is over \$100.00

10 - Your account is considered inactive after 12 consecutive months of no user-generated activity.

11 - Charged when the account number provided on an electronic ACH transaction is incorrect.

12 - Whichever is greater.

13 - This fee is waived for VUTMA accounts and members under 18.

The rates and fees appearing with this Schedule are accurate and effective for accounts as of 4/1/2018, unless noted. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union at 804.748.1417.