



MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement covers your and our rights and responsibilities concerning Accounts offered to you by Wheatland Federal Credit Union (Credit Union). In this Agreement, the words “you” and “yours” mean anyone who signs an Account Card or Account Change Card (Account Card). The words “we” and “us” and “our” mean the Credit Union. The word “Account” means any or more share or other accounts you have with the credit union.

The account types and forms of ownership of your Accounts 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 Account Card, Funds Availability Policy Disclosure, Truth In Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, and any Account Receipt accompanying this agreement, and the Credit Union’s bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

1. Membership Eligibility. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain at least one share (“membership share”) as required by 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 member including any 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 decedent’s estate 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. An account owned by two or more persons is a joint account.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a survivor did not consent to it.



b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right at any time to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. Joint Account Owner Liability. If any deposited item in a joint account is returned unpaid, an 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 an owner or all funds in the joint account regardless of who contributed them.

4. Trust Account Designations. A Trust Account Designation is an instruction to us that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving owner or trust beneficiary designated on your Account Card or in the Trust Agreement. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which shall be governed by a separate beneficiary designation. We shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. Accounts For Minors. For any account established for a minor, we reserve the right to require the minor account to be a joint account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is a joint owner on the minor's account(s), they shall not have any right to access the account(s). We have no duty to inquire of the use or purpose of any transaction by the minor or any account owner. We shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. 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.

7. 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 return any deposit.

a. Endorsements. Checks presented for deposit or cash must be properly endorsed by all parties. Valid ID may be required. WFCU reserves the right to request that all parties be present in person with valid ID when a check is presented for deposit or to be cashed. Checks presented at an ATM, received by mail, or through our Night Drop depository may be returned if not properly endorsed.

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 or more account owners even if they are not endorsed by all payees. You authorize us to accept checks missing endorsements of any owners if we choose. If an item presented for deposit, made payable to two or more persons, is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the item, we may require endorsements as set forth on that item. The credit union will not be held responsible for any damages incurred in the event a deposited item is subsequently returned unpaid by the paying bank and that return is late due to improper endorsement.

A check made payable to a business may be deposited to a member's account provided the account reflects the business name. Appropriate holds will apply. A check made payable to a business may be cashed only if the account with us contains the business name and the name of the person cashing the check. Appropriate holds will apply to funds in the account.

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. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. 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. Final Payment. All items or ACH (Automated Clearing House) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If we incur any fee to collect any item, we may charge such fee to your account. We reserve the right to refuse or to return all or any item or funds transfer. We shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. We may offer Direct Deposit options allowing you to preauthorize deposits (i.e. payroll checks, Social Security or retirement checks, or other government checks) or transfers from other accounts. We may require that you authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us if you wish to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making 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.

e. Crediting of Deposits. Deposits made after the deposit cutoff time, on Credit Union holidays, or on days that are not Credit Union business days will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by us. Items drawn on an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment.

8. Account Access.

a. Authorized Signature. Your signature on the Account Card authorizes you to access your account. We are authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if we believe, in good faith, that the signature is not genuine. If you have authorized 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. If you give your account number to a third person, you authorize us to honor transactions initiated by that person even if you did not specifically authorize a particular transaction.



b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g. at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

c. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount, and any magnetic coding. 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.

9. ACH & Wire Transfers. Except as amended by this Agreement, electronic funds 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 electronic funds transferred by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for any errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failures. 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. A payment order may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution, and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off 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 requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

10. 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.

11. 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, or if you do not have such a plan with us, in accordance with our overdraft payment policy. Checks or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in the Fee Schedule.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account holders (unless a court has ordered us 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 reserve the right to require you give written notice of seven (7) to sixty (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 the Truth-In-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure.

12. Federal Regulation D. For all accounts, except checking accounts, you may not make more than six (6) withdrawals or transfers to another account of yours at the Credit Union or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions per month. These transactions include:



- Electronic transfers or withdrawals from savings
- Electronic third party withdrawals, such as utility bill or insurance premium payments
- Overdraft transfers from your savings to your checking
- Telephone transfers from your savings account.

There is no limit to the following transactions:

- ATM transactions
- In person transactions
- Mail transaction requests

If you exceed these limitations, Wheatland reserves the right to close your account.

13. Certificate Accounts. Any time deposit, term share, Share Certificate, or Certificate of Deposit Account allowed by state law (Certificate Account), whichever is offered by the Credit Union, is subject to the terms of this Agreement, the Truth-In-Savings disclosure and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

14. Checking Accounts. The use of a WFCU checking account is subject to additional terms, conditions, and requirements without notice. The credit union reserves the right to cancel any account should the use of the account be abused. When you open a credit union checking account, you authorize us to recognize the primary and joint account holder signature authorizations for the payment of funds or the transaction of any business for the account(s). The joint members of the account(s) agree with each other and with the credit union that all sums paid in on shares by any or all said joint members to their credit union account(s) shall be owned by them jointly with right of survivorship, and be subject to withdrawal or receipt of any of them individually. The payment to any of them individually or the survivor(s) shall be valid and discharge the credit union from liability for such payment.

The right of authority of the Credit Union under this disclosure statement shall not be changed and account(s) can be terminated by the member or any joint account holders, and will not affect transactions previously made. The following is a statement of terms:

- The Credit Union is authorized to pay any checks signed by the member or any joint account holders and charge the payments to their account(s), as long as the signature(s) resemble the signature specimen(s) on the Credit Union signature card.
- The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.



- Any objection to any item shown on a statement of these accounts shall be waived, and the items acknowledged as properly paid unless made in writing to the Credit Union on or before the 60th day following the day the statement was mailed.
- All non-cash payments received in these accounts will be credited subject to final payment
- This account shall be subject to service charges and fees in accordance with the Rate and Fee Schedule adopted by the Credit Union.
- A stop payment order must be authorized according to law.

This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Copies of microfilmed checks are maintained for a period of seven (7) years from date of posting. Check copies can be provided to you upon request. A fee may be charged for check copies as specified in the Fee Schedule.

Overdrafts

a. Overdraft Liability. If on any day, the funds in your savings account are not sufficient to cover checks, fees, or other items posted to your checking account, those amounts will be handled in accordance with our overdraft procedures or by an overdraft protection plan you may have with us. We do not have to notify you if your account does not have funds to cover checks, ACH debits, debit card transactions, fees, or other posted items. Whether the item is paid or returned, your account may be subject to a charge or fee as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an item or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount in accordance with our overdraft policy. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. If you have applied for and we have approved an Overdraft Protection plan for your account, we will honor checks, ACH debits, and Point-of-Sale (POS) and signature based debit card transactions drawn on insufficient funds by transferring funds from another account under this agreement or a loan account, as you have directed, or as required under our overdraft protection policy. Any fees for these transfers or payments will be charged in accordance with our Fee Schedule. If an item presented for payment exceeds the total of all available overdraft sources, the item will be returned as non-sufficient funds (NSF) and you will be charged applicable fees. This agreement governs all transfers, except for loan accounts.

Postdated and Stale Dated 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 payment. You agree not to deposit checks, drafts, or



other items before they are properly payable. We are not obligated to pay any item drawn on your account that is presented more than six (6) months past its date (stale dated).

Stop Payment Orders

a. Stop Payment Order Request. Any account 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 written, or authorized by agreeing to the terms on line through PCU. Written orders must be dated, signed, and must accurately describe the check or draft including the exact account number, check or draft number and the exact amount of the check or draft. This information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act upon 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 draft to us, and to assist us in any legal action.

b. Duration of Order. You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing or through our online banking service (PCU) are effective for six months and may be renewed. We do not have to notify you when a stop payment order expires.

c. Liability. We may charge a fee for each item for which a stop payment order is requested, as set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller check, or any other check, draft or payment guaranteed by the credit union. You should be aware that while payment of an item may be stopped, you may remain liable to any person, including the credit union, who is a holder of the item. You agree to indemnify and hold the credit union harmless from all costs, including attorney fees, damages or claims related to our refusing payment of an item. This also includes claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Checks 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 draft and we shall have no liability for refusing payment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the Fee Schedule.

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 one created by someone other than the person on whose account the check or



draft is drawn. A 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.

15. 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 negligence 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 banking 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 Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

16. Pledge/Statutory Lien. Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan, or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending on 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 state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation to 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 funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us, at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.



17. 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.

18. 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 government agency or court order; or (4) you give us written permission.

19. Notices.

a. Name or Address Changes. You are responsible for notifying us of any name or address changes. We are 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. All signatures on the written notice will be verified by the Credit Union. If we attempt to locate you, we may impose a service fee as set forth in the Fee Schedule.

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 changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address. Notice given to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have asked 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.

20. Taxpayer Identification Numbers And Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.



21. 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 statement is necessary for a joint account. 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 with your statement, but copies may be retained by us or by payable through financial institutions and made available to you upon your request. A fee may be charged for copies as set forth in the Fee Schedule. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed 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 within 60 days of the date we sent the statement to you, we will not be responsible for your loss. We will also 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 drafts or checks does not alter or waive your responsibility to examine your statements or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or any charge 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 fourteen (14) days of the time you regularly receive a statement.

22. Inactive Accounts. If your account falls below any minimum applicable balance or you have not made any transactions involving your account over a period of 180 days during which we have been unable to contact you by regular mail, 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 Fee Schedule 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 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 assumed 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.



23. 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 other protection. We may require that any changes requested by you, or any account holder, such as adding or closing an account or service, must be evidenced by a signed Account Change forms and accepted by us.

24. 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 any single party account at any time by notifying us. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, or any other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us for the payment.

25. Termination of Membership. You may terminate your membership by giving us written notice or withdrawing your minimum required membership shares, if any, and closing your accounts. You may be denied services for causing a loss to the Credit Union or you may be expelled for any reason as allowed by applicable law.

26. Death of Account Owner. We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we are notified of a member's death. Once we are notified 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 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.

27. 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.

28. Severability. In the event that any portion of this Agreement is held by a court 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.

29. Enforcement. You are liable to us for any loss, cost, or expense we incur as a result of 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 legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

30. Governing Law. This agreement is governed by the Bylaws of the Credit Union; 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.

31. 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.

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Wheatland Federal Credit Union. It only applies to the availability of funds in transaction accounts. Share Draft (Checking) accounts are the most common transaction accounts. We reserve 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 accounts are affected by this policy.

1. General Policy. Our policy is to delay the availability of funds from your check and check deposits. During this delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.



2. Determining the Availability of a Deposit. The length of the delay is counted in business days from the day of the deposit. Every day is a business day except Saturday, Sunday, and Federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing on a business day that we are open or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

a. Same Day Availability (items listed below must be made payable to account holder)

- Cash Deposits – made at a Wheatland CU office
- Wire Transfers
- ACH Credit Transfers
- US Treasury Checks
- Payroll Checks from one of our sponsoring companies
- Postal Money Orders
- State and Local government checks
- Travelers Checks
- Checks drawn on WFCU
- Cashiers, Certified, and Teller checks
- Federal Reserve Bank and Federal Home Loan Bank checks

If you do not make your deposit in person to one of our employees (for example, by mail or ATM), funds from these deposits may be available no later than the first business day after the day of deposit.

b. Holds on Other Check Deposits or Funds. Funds from other check deposits not considered Same Day Availability will be available on the second business day after the day of deposit. However, the first \$200.00 from the day's total deposit is available on the first business day after deposit. Example: If you deposit a check for \$700.00 on Monday, \$200.00 of the deposit will be available on Tuesday. The remaining \$500.00 will be available on Wednesday.

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.



3. Longer Delays May Apply.

Funds you deposit by check may be delayed for a longer period of time under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5000.00 on any one day
- You are redepositing a check or checks that were previously returned as unpaid
- You have overdrawn your account repeatedly in the last six (6) months
- There is an emergency, such as failure of computer or communications 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 seventh business day after the day of your deposit.

4. Special Rules for New Accounts

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

Funds from electronic direct deposits to your account will be available on the same business day that we receive the deposit. Funds from the deposit of cash and the first \$5000.00 of a day's total deposits of cashier's, certified, teller's, travelers, federal, state, and local government checks, as well as payroll checks from a WFCU sponsoring company will be available on the next business day after the day of deposit if the checks are made payable to you (the account holder). The excess over \$5000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks, (other than a US Treasury check payable to you) is not made in person to one of our employees, the first \$5000.00 may not be available until the second business day after the deposit. Funds from all other checks will be available no later than the ninth business day after the day of your deposit.

5. Foreign Checks. Checks drawn on financial institutions located outside the US cannot be processed in the same way as checks drawn on a US financial institution. 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 institution upon which it is drawn.

6. ATM Deposits

Funds from any deposits (including cash) made at an ATM may not be available immediately. Availability is determined by the tier in which the account falls at the time of deposit, according to the parameters of the All Star Rewards Pricing Program. Please refer to the All Star Rewards Program brochure for further details.



TRUTH IN SAVINGS DISCLOSURE

1. Share Savings Accounts and Share Draft Accounts. Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings disclosure are share accounts.

a. Rate Information. The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, with the exception of the Wheatland Fund, the Dividend Rate and Annual Percentage Yield may change quarterly as determined by the Credit Union's Board of Directors. For Wheatland Fund 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 prospective rates and yields the credit union anticipates paying for the applicable dividend period.

The Wheatland Fund and Club Grand Accounts are tiered rate accounts. For information on individual tiers, please refer to the All-Star Rewards Program.

- Club Grand - \$ 0.00 - \$ 4,999.00 - Tier 1 rate for this account applies
\$ 5,000.00 - \$ 9,999.99 – Tier 2 rate for this account applies
\$10,000.00 - \$24,999.99 – Tier 3 rate for this account applies
\$25,000.00 - \$50,000 00 – Tier 4 rate for this account applies
\$50,000.01 and over - Tier 5 rate for this account applies
- Wheatland Fund - \$ 0.00 - \$ 4,999.99 – Tier 1 – no dividends are earned
\$ 5,000.00 - \$ 9,999.99 – Tier 2 rate for this account applies
\$10,000.00 - \$24,999.99 – Tier 3 rate for this account applies
\$25,000.00 and over - Tier 4 rate for this account applies

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

c. Dividend Compounding And Crediting. For all accounts, except the Wheatland Fund, dividends will be compounded daily and posted quarterly. Dividends for the Wheatland Fund are compounded daily and posted monthly. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.



d. Accrual Of Dividends. For all accounts, dividends will begin to accrue on non-cash (e.g. checks) deposits on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

e. Balance Computation Method. Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

f. Balance Information. To open any account, you must deposit or already have on deposit at least the par value of one full share in a Savings account. The par value amount of one full share is \$5.00. Some accounts may have additional minimum opening deposit requirements. For all accounts, there is a minimum daily balance required to earn the Annual Percentage Yield disclosed for the dividend period. For Wheatland Fund accounts, there is a minimum Daily Balance required to avoid a service fee for the statement period. If the minimum daily balance is not met each day of the dividend period, you will not earn the stated Annual Percentage Yield.

g. Account Limitations. For all Share 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 subject to a fee or be closed. For IRA share accounts, you may not make any preauthorized, automatic or telephone transfers from your account at any time. For Holiday Club Accounts, the entire balance will be transferred to another account of yours on October 1 and the account will remain open. For Vacation Club Accounts, the entire balance will be transferred to another account of yours on April 1. For both Holiday and Vacation Club accounts, if you withdraw from your account, you may be charged a fee as disclosed in the fee schedule. For Sharky Savers Accounts you must be 0-12 years of age to open this account. For Club Grand Accounts you must be 55 years of age or over to open the account. For all other accounts, no limitations apply.

h. Fees for Overdrawing Accounts. Fees may be imposed on each check, draft, item, ATM card withdrawal, debit card point of 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 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 Schedule for current fee information.



2. Share Certificate Accounts (including IRA certificates). Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in the Truth-In-Savings Disclosure are share accounts.

a. 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 all accounts, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. An early withdrawal of dividends will reduce earnings. Early withdrawals from an IRA certificate may be subject to state and/or federal penalties.

b. Dividend Period. For each account the dividend period is quarterly.

c. Dividend Compounding and Crediting. Dividends are compounded daily and will be posted quarterly and at maturity.

d. Balance Information. The minimum balance requirements applicable to each account are as follows:

- Regular Share Certificates
 - All terms - \$500.00
- IRA Certificates
 - 12 Months - \$500.00
 - 24 Months - \$1000.00
 - 36 Months - \$2000.00

To open any account, you must deposit or already have on deposit at least the par value of one full share in a primary share account. Some accounts may have additional minimum opening deposit requirements. For all accounts, dividends are calculated by the Daily Balance method, which applies a periodic rate to the balance in the account each day. After an account is opened, additional deposits to the account are not permitted until the maturity date.

e. Accrual of Dividends. For all accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

f. Transaction Limitations. For all accounts, after your account is opened you may make withdrawals subject to early withdrawal penalties stated below.

g. Maturity. The account will mature as stated on your account receipt or Renewal Notice.



h. Early Withdrawal Penalty. We may impose a penalty if a withdrawal of principal is made prior to the Maturity Date.

i. Amount of Penalty. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

- Term of 6 Months – equivalent of 30 days earned dividends
- Term of 12 Months – equivalent of 90 days earned dividends
- Term of 24 Months – equivalent of 180 days earned dividends
- Term of 36 Months – equivalent of 180 days earned dividends

j. How The Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividend has already been paid out, the penalty would be deducted from the principal.

k. Exceptions To Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment; or where the account is a Keogh Plan provided that the depositor forfeits an amount of at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59 ½ or becomes disabled.

l. Pledge of Funds. The owner(s) may pledge any or all of the principal on deposit in the account as security for any loan subject to the credit union's current loan policies at the time. Further, a pledge of funds in this account by any owner shall be binding on all owners. This does not apply to IRA accounts.

m. Renewal Policy. Your term Share Certificate will automatically renew for another term upon maturity. You have a grace period of 10 days after maturity in which to withdraw funds in your account without being charged an early withdrawal penalty.

n. Nontransferable/Nonnegotiable. Your account is nontransferable and nonnegotiable.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT



This Electronic Funds transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Wheatland Federal Credit Union. In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one or more Share and Checking Accounts you have with us. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

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

a. ATM Card. If approved, you may use your card and PIN (Personal Identification Number) in automated teller machines displaying Star, PLUS, and CU\$ 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 primary Savings and Checking accounts
- Withdraw funds from your primary Savings and Checking accounts.
- Transfer funds into and from your primary Savings and Checking accounts.
- Make POS (Point of Sale) transactions with your card and PIN to purchase goods or services at POS terminals.
- Obtain balance information on your primary Savings and Checking accounts

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

- There is no limit on the number of cash withdrawals you may make in one day.
- You may withdraw up to a maximum of \$500.00 in any one day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- You may purchase up to \$5000.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.

b. MasterCard Debit Card. 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 gambling transactions. 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 Checking account. If the balance in your account is not sufficient to pay the transaction amount, we will pay the account and treat the transaction as a request to transfer funds from other deposit accounts, approved Overdraft Protection account, or Loan accounts that you have established with us. 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, we may terminate all services under this Agreement. You may use your card and PIN in automated teller machines of the Credit Union networks and such other machine or facilities as we may designate. Foreign Transaction fee for debit transactions is 1% of the transaction amount.

You may use your Debit Card to perform the following transactions:

- Make deposits and withdrawals to/from your primary Share (saving) and Share Draft (checking) accounts at an ATM.
- Transfer funds from your primary savings and checking accounts at an ATM.
- Obtain balance information for your primary savings and checking accounts at an ATM.
- Make POS (point of sale) and PIN based transactions to purchase goods or services by mail, internet, or telephone where MasterCard is accepted.

The following limitations on the frequency and dollar amount of MasterCard Debit card transactions may apply:

- There is no limit on the number of purchases or POS transactions you make per day
- You may make purchases up to a maximum of \$5000.00 per day if there are sufficient funds in your account to do so.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM.
- You may withdraw up to a maximum of \$500.00 per day from an ATM if there are sufficient funds in your account to do so.
- You may transfer up to the available balance in your accounts at the time of the transfer
- Regulation D limitations do apply on withdrawal and transfer transactions. See Section 2 for information on those limitations.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- See Section 2 for transfer limitations that may apply to these transactions.



c. Telephone Transaction Service (TTS). If we approve TTS for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. You may use TTS to perform the following transactions:

- Request a withdrawal of funds from your savings and checking accounts
- Transfer funds from your savings and checking accounts
- Obtain balance information on your accounts with us
- Transfer loan payments from your savings and checking accounts
- Determine if a particular item has cleared
- Verify the last date and amount of deposits and withdrawals
- Request a stop payment

Your accounts can be accessed under TTS via a touch-tone telephone only. TTS service is available for your convenience 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, transfer requests, or withdrawal requests you may make in any one day. See Section 2 for limitations that may apply to these transactions.

We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required minimum balance, or otherwise require us to increase our required reserve on the account. All checks are made payable to the primary member on the account 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 telephone call.

TTS Terms and Conditions.

- You agree you will not disclose your security code or otherwise make it available to anyone who is not a signatory on your account. Any member may notify us at any time to cancel this agreement.
- You understand that all terms and conditions associated with any of your accounts with us affected or accessed by TTS are incorporated herein by reference.
- You acknowledge and agree that any authorized user of your security code will have complete access to any and all sub-accounts of your primary account number
- We reserve the right to terminate or change the terms and conditions of this agreement at any time. You will be notified of such changes.
- Your periodic statement will be your receipt of TTS transactions



- Amendments to this agreement may be provided to you, in accordance with applicable law, without restatement of the above terms
- We are not responsible for the misuse of your security code by authorized users.

d. Personal Credit Union (PCU) Online Banking. You may perform the following transactions through PCU (other services are also available):

- Balance Inquiries – Check balances on all accounts you have approved access to
- Transfers/Withdrawals – You may withdraw from or transfer funds between your savings, checking, loan and other accounts you have access to. Transfers from savings, Wheatland Fund, and Club accounts to other accounts are limited by Regulation D Reserve requirements. Please refer to Section 2 of this agreement.
- Purchase Certificates of Deposit
- Apply for a loan

We reserve the right to limit the amount of online access per month or per session. We do not charge a fee for this service. We do, however, reserve the right to do so in the future and will provide thirty (30) days advance notice to all users. 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 transactions generated by you through PCU will appear on your periodic statement.

e. Preauthorized EFT's

- **Direct Deposit.** Upon instruction of your employer, the Treasury Department, or other financial institutions, we will accept direct deposits of your paycheck or other recurring payments to your Savings or Checking accounts.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your checking or savings accounts. Please refer to Section 2 for any limitations that may apply to these transactions from your savings account.
- **Stop Payment Rights.** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.



f. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check you may authorize it to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (verbally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

g. **Bill Payer (Bill Payments).** Our Bill Payer Service Provider will process bill payment transfer payment requests only to those creditors you have authorized. We will not be responsible for payments that cannot be made due to incorrect, incomplete, or outdated information.

Bill Payer will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment . You agree that you must have available and collected funds on deposit, in the account you designate, in amounts sufficient to pay for all bill payments requested. Neither Wheatland nor our Bill Payer Service Provider will be liable for any fees or damages incurred if you do not have sufficient funds in your designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the Bill Payment Service Provider.

You must allow sufficient time for vendors to process your payment after they receive a transfer or check from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit of the number of bill payments per day
- The maximum dollar amount of bill payments each day is limited only by the amount of available and collected funds in your account on that day.

2. Transfer Limitations. For all Share and secondary Share accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month.

3. Conditions Of EFT Services.

a. Ownership of Cards. Any card or other device which we supply to you is the property of the credit union 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. We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if your account is overdrawn, if you



violate any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of your account or the ATM or POS system. 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 any 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. Purchases and cash withdrawals made in foreign countries will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by MasterCard. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with your card. You are responsible for the safekeeping of your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on to or do transactions against your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying us. You understand that anyone you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any Share, Share Draft (checking), or Loan Accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may be, and is hereby, 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 we may accept orders and instructions regarding any EFT transactions on any account from any joint account owner.

4. Fees and Charges. There may be certain fees for electronic funds transfer services. Please refer to the Fee Schedule for this information. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.



If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. Member Liability. You are responsible for all transactions you authorize using your EFT services under this agreement. If you permit someone else to use an EFT service, your Card, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your Card and/or access code has been lost or stolen, if you believe someone has used your Card or access code or otherwise accessed your accounts without your permission, 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 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, your liability for any unauthorized transaction is determined as follows:

- If you tell us within two (2) business days of discovering the loss or theft you can lose no more than \$50.00 if someone used your card without your permission.
- If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.
- If your statement shows transactions that you did not make, including those by card, code or other means, TELL US AT ONCE. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transactions if you had told us in time. Your liability for unauthorized transactions before the statement is sent and up to the sixty (60) days following is as listed above.
- If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or email:

Wheatland Federal Credit Union
611 Centerville Rd.
Lancaster, Pa 17601



(717) 898-7673 or 1 (800) 527-5140
cardservices@wheatlandcu.com

6. Right To Receive Documentation.

a. Periodic Statements. Electronic Funds Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFT's, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there are no transactions in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or debit card transaction with a participating merchant. A receipt is not required on transactions of \$15.00 or less.

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 (717) 898-7673, 1 (800) 527-5140, or accessing your account using our telephone transaction or personal credit union services. This does not apply to transactions occurring outside the United States.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transactions.
- 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
- If you give us your written permission.

8. Business Days. Our business days are Monday through Friday, excluding holidays.

9. Credit Union Liability For Failure To Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your



losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your loan limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transaction does not have enough cash
- If the ATM was not working properly and you knew about the problem when you started the transaction
- If circumstances beyond our control (such as fire, flood, power or equipment failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim
- If funds in your account are pledged as collateral or frozen because of a delinquent loan
- If the error was caused by a system of any participating ATM network
- If the transaction is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transactions
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the credit union. For any other error question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions established by the Credit Union

10. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us 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 a 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 other future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night



- Consider having someone accompany you when the ATM or night deposit facility is used after dark
- Close the entry door of any ATM facility equipped with a door
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available phone.

11. Billing Errors. In case of errors or questions about electronic funds transfers 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 we send you the first statement on which the problem appears. Contact us at:

Wheatland Federal Credit Union (717) 898-7673
611 Centerville Rd (800) 527-5140
Lancaster, Pa 17601

- 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 an error has been made or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during



the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

**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 POS 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) to investigate the error.

Note: if the error you assert is an unauthorized MasterCard 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.

12. Termination of EFT Services. You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated, and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

13. Governing Law. This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Pennsylvania, 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.

14. Enforcement. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to



enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

15. Modification of This Agreement. The terms of this agreement may be changed by us from time to time by notice from us to you.