

IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

TERMS AND CONDITIONS
ELECTRONIC TRANSFERS
FUNDS AVAILABILITY
TRUTH IN SAVINGS



17151 Chesterfield Airport Road
Chesterfield, MO 63005
636/ 728-3333
or
800/ 767-8880
www.firstcommunity.com

Revised 8/2011

TERMS AND CONDITIONS OF YOUR ACCOUNT

Dear Credit Union Member:

This brochure contains the rules which govern your account(s) with us. Please read this brochure carefully. If you sign your signature card or continue to have an account with us, you agree to these rules, our by-laws, and any by-law amendments. You agree that by applying for membership, you authorize the Credit Union, from time to time, to obtain a credit report from any credit reporting agency. You understand that this report may be utilized to determine your eligibility for accounts and services offered by the Credit Union. You agree to pay the fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this brochure. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Missouri (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this brochure is to:

- (1) summarize the existing rules applicable to the more common transactions;
- (2) establish rules to govern transactions or events which the law does not regulate;
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement; and
- (4) give you our funds availability, electronic fund transfers and/or truth-in-savings policy disclosures.

We may permit some variations from this standard agreement, but any variations must be agreed to in writing either on our signature card for the account or in some other written form.

As used in this brochure, the words "we," "our," and "us" mean the Credit Union and the words "you" and "your" mean the owner(s) of this account and any "agent" appointed by or on behalf of the owner(s) to sign on the account in a representative capacity.

LIABILITY - Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement.

DEPOSITS - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. We are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

WITHDRAWALS - Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including any agents, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw shares or deposits from this account as explained in our by-laws. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. **Individual Account** - is owned by one person. **Joint Account - With Survivorship (And Not As Tenants In Common)** - is owned by two or more persons.

Each of you intend that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Payable On Death Accounts (subject to the Nonprobate Transfers Law of Missouri)** You designate as beneficiaries under the Nonprobate Transfers Law of Missouri the beneficiaries named on the signature card for this account and as such, on the death of the owner (or owners, if joint) any account funds remaining on deposit, that are not covered by a separate share agreement(s), are owned by those surviving payable on death beneficiaries. If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdrawal only if:

- (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without right of survivorship. The owner(s) of this account reserves the right at any time to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposits. Any payment made by the Credit Union to any beneficiary shall satisfy the requirements of this payable on death provision without necessity of determining whether any other person shall have an interest in the account. If there is more than one owner, all owners must consent to a revocation or change of beneficiaries. The account is subject to the deduction from the account of all charges owing, withdrawals and the payment of all checks or drafts which clear this account in the regular course of business. This account is subject to the Nonprobate Transfers laws of Missouri (RSMo Chap. 461) only to the extent utilized herein. The beneficiaries do not take as lineal descendants per stirpes (no LDPS). **Accounts For Trusts Created by Written Agreement** - These accounts may be held in the name of a member in trust for a beneficiary, in the name of a non-member in trust for a beneficiary who is a member or in the name of a trustee of a trust of which a member is a grantor, trustee or beneficiary. Payment of part or all of such trust account, to the extent of such payment, shall discharge the liability of the credit union to the grantor(s), trustee(s) and beneficiaries. The Credit Union shall be under no obligation to see to the application of such payment by the trustee(s). **Fiduciary Accounts** - Any individual acting as an Attorney in Fact, Conservator, Guardian, Personal Representative, Trustee, Custodian or in some other fiduciary capacity must be designated to the Credit Union as such on the Signature Card for that purpose. It will otherwise be assumed that you own the account in an individual capacity.

We are authorized to transact business with your fiduciary and to follow the directions of your fiduciary until we receive written notice that the fiduciary relationship has been terminated and we have had a reasonable length of time to act upon such notice. We are not liable for the misapplication of funds from your account by your fiduciary. We have the right to review and copy any agreement, power of attorney, court order or other document in which the fiduciary relationship is established and the terms of any such document may impact your accounts. **Corporate, Partnership, and other Organizational Accounts** - We will usually require a separate authorization form designating the person permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization. Membership requirements may be applicable to the legal entity.

PLEDGES - Each owner of an account hereby pledges and grants a security interest in all or any part of this account for any or all loans or other obligations whether jointly or individually made or owed and hereby agrees that this account is subject to set-off by, and the statutory lien of, the Credit Union, except for obligations created by credit cards. Any pledge, right to set-off, or statutory lien affecting this account must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. The pledge of shares and security interest created by this paragraph is separate from and in addition to any other lien, pledge, security interest or right of set-off the Credit Union may have created with either owner by other agreement or otherwise. The Credit Union may allow an owner to withdraw shares without waiving its pledge of or security interest in any remaining shares.

STOP-PAYMENTS - A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month (less the number of certain "preauthorized transfers" during the month). Other account transfer restrictions are described elsewhere in this brochure.

AMENDMENTS AND TERMINATION - We may change our by-laws and any term of this agreement. Rules governing changes in dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close this account if your membership in this credit union terminates. You agree to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

CHANGING JOINT OWNERSHIP - A joint owner cannot be deleted from an account, regardless of whether the request is made by one or all of the joint owners. To effectively delete a joint owner, the account must be closed, and a new account opened by the new owner or owners.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on items you write unless we have agreed to the restriction in a writing signed by an officer of the credit union. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on the signature card or that are filed separately with us, and contain the required number of signatures for this purpose.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from any account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. Our right to repayment does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, unless a consensual security interest has been given by you in writing, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

CHECK PROCESSING POLICY - In the event that your check is returned unpaid for insufficient or uncollected funds, we may present your check electronically.

ID, PRINT - We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

ILLEGAL USE OF FINANCIAL SERVICE - Financial services provided by the credit union may only be used for transactions permitted by law. The use of any financial service provided by the Credit Union for an illegal transaction or an illegal purpose is strictly prohibited. If you use a financial service for an illegal transaction or an illegal purpose, then 1) you will be in default under the particular terms of the agreement establishing the financial service, notwithstanding any terms in that agreement to the contrary; 2) at the discretion of the board of directors and at any time thereafter, pursuant to Section 370.340.2 RSMo, as amended from time to time, your membership privileges may be suspended or terminated and/or you may be expelled from membership in the Credit Union; and 3) you waive your right to bring any legal action against the Credit Union that arises out of or relates to such illegal use or any activity directly or indirectly related to such use. You hereby agree to indemnify and hold the Credit Union harmless from any suits or other legal action, or other liability, directly or indirectly resulting from such illegal use, including, where permitted by law, court costs and reasonable attorney's fees.

**Electronic "Wholesale Credit" Transactions
Subject to Uniform Commercial Code Article 4A**

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**ELECTRONIC FUNDS TRANSFERS:
YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated by Third Parties: You may authorize a third party to initiate electronic fund transfers between your account and that of the third party. These transfers to make or receive payment may be a one-time occurrence or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice, and you go forward with the transaction (typically, but not always, at the point of purchase a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a preprinted deposit slip. Thus, you should only provide your financial institution and account information (whether over the phone, the internet or some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Preauthorized credits. You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking or share savings account(s). We do not charge for these types of direct deposits to any type of account.

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or share savings account(s). We do not charge for preauthorized payments from any type of account.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and/or pay bills. We also can process electronic check transactions and conversions and any merchant fees associated with re-presented checks.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient or uncollected funds.

EXPRESS24 Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at (636) 728-3300 or 1-800-843-0769 using your personal identification number, a touch tone phone, and your account numbers, to:

- Transfer funds from checking to share savings
- Transfer funds from share savings to checking (subject to Reg D.)
- Transfer funds to club accounts
- Transfer funds between or to other authorized Credit Union accounts
- Transfer funds from line of credit to checking or savings
- Make payments from share savings, checking or other authorized accounts to loan accounts with us
- Make payments from share savings, checking or other authorized accounts to credit card accounts with us
- Inquire on credit card and loan balances with us
- Inquire on account balances
- Inquire on last transactions to deposit accounts and loan accounts
- Request a check withdrawal from authorized accounts

Credit Union EXPRESSnet Online Banking Computer Transfers - types of transfers - You may access your account(s) by computer or other Internet-enabled device using your Member Number, Password, and Challenge Questions to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking (subject to Reg D.)
- Transfer funds to club accounts
- Transfer funds to and from other authorized credit union accounts
- Make payments from checking to third party entities using the online bill payment service
- Make payments from checking, savings, and other authorized credit union accounts to loan accounts and credit card accounts with us
- Get balance information on checking, savings, money market, certificates of deposit, investment accounts, loans and credit cards with us
- Get approximately 180 days worth of transactional history (including deposits and withdrawals) on checking, savings, other credit union accounts, certificates of deposit, investment accounts, lines of credit, loans and credit card accounts with us.
- Access your credit card or account statement with us

EXPRESS External Funds Transfers - types of transfers - upon registration and acceptance of the external funds transfer terms and conditions (found within Online Banking) you may:

- Transfer funds from your savings, checking and money management accounts with us to your banking and investment accounts held at external financial institutions. This may be limited by the external financial institutions.
- Transfer funds from your external bank and investment accounts to your checking, savings and money management accounts with us.
- Send money from your checking, savings, or money management accounts to other people using that person's email address, mobile phone number, or bank account information.
- Receive money from other people via your authorized email address(es), mobile phone number(s), or bank account information, providing that you have pre-registered for use of such service.

Limits and Fees. Please refer to our fee schedule for information about fees and limitations that may apply to these EXPRESS External Funds Transfers

Limitations of frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your share savings and money management account(s):

By law, the following types of transfers from the account are limited to a combined six (6) per month: checks, point-of-sale transactions or other items payable to a third party; preauthorized, automatic or telephone transfers to a third party, or to another account of the depositor.

Credit Union EXPRESS24 ATM Transfers - Star, Cirrus, CO-OP Network - types of transfers and frequency and dollar limitations- You may access your account(s) by ATM using your Credit Union EXPRESS24 (ATM) card or your EXPRESS CheckCard (debit card) and personal identification number (PIN), to:

- Withdrawal cash from checking, share savings, money management account(s) or line-of-credit with an ATM card or debit card
 - Make deposits to checking, share savings, and money management account(s) (only at CU EXPRESS24, and CO-OP Network machines)
 - Transfer funds from share savings to checking or money management account(s)
 - Transfer funds from checking to share savings or money management account(s)
 - Transfer funds from line of credit to checking or share savings account(s). NOTE: on-line transfers performed at point of sale merchants or ATM terminals may advance your line of credit/savings Overdraft Protection Plan
 - Make payments from checking or share savings accounts to line(s) of credit
 - Make loan payments at proprietary ATMs
 - Get balance information about checking, share savings, or money management accounts
 - Get balance information about your line of credit
- Some of these services may not be available at all terminals.

Types of EXPRESS CheckCard (Debit Card) Point-of-Sale Transactions - You may access your checking or your share savings account(s) at participating point-of-sale merchants to:

- purchase goods in person, by phone, or online
- pay for services in person, by phone, or online
- receive cash back from a merchant, if the merchant permits.

You may also access your share savings account at participating merchants who offer cash withdrawals at their courtesy counter. Card purchases may be made for the amount available in your account, not to exceed \$5,000 per day.

Currency Conversion. When you use your EXPRESS CheckCard at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect the day before the processing date, increased by 1%. Please see your cardholder agreement for additional information relating to the use of your EXPRESS CheckCard.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. This includes your spouse, minor children and any other person or persons who reside in your household. If the Account is a joint account, all transactions involving the Account are binding on all Account holders.

ATM Operator/Network Fees, Surcharges and Limits. You may make no more than nine (9) ATM withdrawals per day. You may withdrawal no more than \$1,015.00 in cash per day. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transaction. You may also be charged a fee for a balance inquiry. Additionally, we may charge you a fee when you use an ATM not owned by us. Please refer to the fee schedule for fee amounts

DOCUMENTATION

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (636) 728-3333 or 1-800-767-8880 to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENT

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 is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 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 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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 transfer. If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION'S LIABILITY

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.
- (7) We fail to receive the necessary transfer data, or the data received is erroneous or incomplete.
- (8) Your funds are subject to legal process or other encumbrance restricting such transfer(s).

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document.

UNAUTHORIZED TRANSFERS

(a) Consumer liability

* Generally, Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, 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 you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN and we can prove we could have stopped someone from using your card and/or PIN 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, including those made by card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

ò Additional Limit on Liability for EXPRESS CheckCard. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen EXPRESS CheckCard. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA, or to commercial cards.

(b) Contact in event of unauthorized transfer. If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call or write us if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for EXPRESS CheckCard point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for EXPRESS CheckCard point-of-sale transactions and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit it made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after 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.

ATM SAFETY TIPS

An automated teller machine (ATM) provides a fast and convenient way to perform financial transactions. But, as with any activity involving cash, ATM usage can allow opportunity for theft and fraud. Please take the following precautions for your safety.

- (1) Memorize your personal identification number (PIN). Do not write it on your ATM card or keep it in your wallet. Never give your PIN to anyone.
- (2) Be aware of your surroundings. If you notice anyone or anything suspicious, leave the area. Choose a busy, well-lit ATM location and take someone with you at night. If you have any doubts about your safety, make your transaction at another time or location.
- (3) Have your ATM card and other deposit materials ready before your approach the ATM.
- (4) Perform your transaction quickly and remove your card. Wait until you are in a safe place to count your money.
- (5) Take your ATM receipt with you. Important account information could be printed on it.
- (6) When using a walk-up ATM, block the screen to keep your PIN and transaction private.
- (7) Report a lost or stolen card immediately. Call (636) 728-3333 or 1-800-767-8880 during normal business hours.

FIRST COMMUNITY CREDIT UNION ELECTRONIC SERVICES

17151 CHESTERFIELD AIRPORT ROAD, CHESTERFIELD, MO 63005
Business Days: Monday through Friday (Excluding Federal Holidays)

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

This disclosure describes your ability to withdraw funds at First Community 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 accounts are affected by this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will 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.

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 closing 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 or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 6:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM after 6:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. All ATM deposits are subject to verification and longer delays may apply. Special rules apply for new accounts.

If we cash a check for you that is drawn on another bank, 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 bank, 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

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first 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 you have left the premises, we will mail you the notice by the 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.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit 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 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.

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 first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth 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 business day after the day of your deposit. ATM deposits will not be available until the third business day after the day of deposit. All deposits are subject to verification and longer delays may apply.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE SHARE SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter. **Dividend Period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$1.00.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No more than six withdrawals are allowed each quarter. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or computer transfer. No more than three of the six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

SECONDARY SHARE SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No more than six withdrawals are allowed each quarter. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or computer transfer. No more than three of the six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

YOUTH SAVERS ACCOUNT

(For members under 18 years of age)

(Joint accounts must have a joint owner who is at least 18 years of age)

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$1.00.

You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No more than six withdrawals are allowed each quarter. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or computer transfer. No more than three of the six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

CHECKING I ACCOUNT

Minimum balance requirements: No minimum balance requirements apply to this account.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Business/DBA Accounts: \$10 per month fee.

CHECKING II ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

You must maintain a minimum daily balance of \$750.00 in your account to avoid a minimum balance fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of \$5.00 for that month.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Business/DBA accounts: Additional fee of \$15 per month.

FIRST RATE CHECKING

Limit one First Rate Checking per primary member.

Rate Information: The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

Compounding and crediting: Dividends will be compounded every month. Dividends will be credited to your account on the last day of each statement cycle. If you close your account before dividends are paid, you will receive the accrued dividends.

Dividend Period: For this account type, the dividend period is monthly. The beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

Minimum balance requirements: No minimum balance required. However you must deposit a minimum of \$50.00 to open this account.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Eligibility Requirements: To qualify for "First Rate Checking" reward rate, you must:

- Have 12* posted and cleared debit card point of sale transactions per "qualification cycle."
- Receive your monthly statement electronically. **
- Have one direct deposit or ACH debit/credit post to the account during the qualification cycle.

"Qualification cycle" means a period beginning one business day prior to the first day of the current statement cycle through one business day prior to the close of the current statement cycle. For purposes of the qualification cycle, Sundays and Federal Holidays are not considered a business day. If you close your account before the end of the statement cycle, you will forfeit any ATM fee refunds.

*All debit transactions must be **posted to the account on or before the last day of the qualifying cycle**. For Example: If you make a purchase with your debit card on the last day of the qualifying cycle that transaction may **NOT post on that day**. **Debit card point of sale transactions are posted to your account when the merchant sends the settlement information to us**. *First Community has NO control over when the merchant posts the debit transaction*. Transactions posted after the end of the current qualifying cycle will count toward the next qualifying cycle.

**Your account will be enrolled to receive eStatements. You will no longer receive paper statements in the mail. During the first week of each month, you will receive an email notifying you that your statement is ready to view. Please notify the credit union if your e-mail address changes.

PREFERRED CHECKING ACCOUNT

(no longer offered)

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account to avoid a minimum balance fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of \$7.00 for that month that is debited on the last day of the month. You must maintain a minimum daily balance of \$1,000 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**PREFERRED CHECKING PLUS ACCOUNT
(no longer offered)**

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements: No minimum balance requirements apply to this account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Membership dues: Membership dues for this account are \$5.00 a month, and they are debited on the first day of the month.

CHRISTMAS CLUB ACCOUNT

Rate Information: The dividend rate and annual percentage yield may change every quarter. We may change the dividend rate for your account as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements: You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

If any withdrawal is made from this account before the end of the club term, then this account may be closed.

VACATION CLUB ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change every quarter. We may change the dividend rate for your account as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

If any withdrawal is made from this account before the end of the club term, then this account may be closed.

PREMIER MONEY MANAGEMENT ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change daily, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

No minimum balance is required to open this account. A minimum daily balance of \$1,000.00 must be maintained each day to obtain the disclosed dividend rate. No dividends will accrue any day that the balance is below \$1,000.00.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Account accessibility - Funds may be deposited in person, through payroll deduction or direct payment or at participating ATMs that have a money management (money market) option. Withdrawals and transfers may be made in person, over the phone, by check, at ATMs, using EXPRESSnet or the EXPRESS 24 Information Line.

Transaction limitations: This account has no minimum deposit. Unlimited in-person and ATM withdrawals. The maximum cash amount you may receive from an ATM each day is \$1,015. You may not make more than six withdrawals or transfers per month to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer (ACH), telephonic order or instruction, or computer instruction. No more than three of the six transfers may be made by check, draft, or similar order to a third party. If the withdrawal or transfer limit is exceeded three times in a 12-month period, the account will be closed and the funds will be transferred to a current or new checking account. Funds in this account will not be used as an overdraft source.

Fees and charges - An excessive check fee of \$15 will be charged for each check in excess of three per month.

**FIRST FUND ACCOUNT
(no longer offered)**

Rate Information:

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,460 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

The minimum deposit we allow is \$2,500 per deposit.

The minimum amount you may withdraw is \$2,500 per withdrawal.

IRA FIRST FUND ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$2,460 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

The minimum deposit we allow is \$2,500 per deposit.

The minimum amount you may withdraw is \$2,500 per withdrawal.

HEALTH SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section. Refer to the Health Savings Account disclosure for tax reporting information.

IRA SAVINGS ACCOUNT
(Including ROTH and EDUCATIONAL)

Rate Information: The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your account before dividends are paid, you will receive the accrued dividends.

Minimum balance requirements: You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: No more than six withdrawals are allowed each quarter. You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

Fees and charges: An excessive withdrawal fee of \$5.00 will be charged for each withdrawal in excess of six during a quarter.

CERTIFICATE ACCOUNT

Rate Information - The dividend rate on your account is _____% with an annual percentage yield of _____%. You will be paid this rate until first maturity.

Compounding frequency - Unless otherwise paid, dividends will be compounded every _____.

Crediting frequency - Dividends will be credited to your account every _____. Alternatively, you may choose to have dividends paid to you or to another account every _____ rather than credited to this account.

Dividend period - For this account type, the dividend period is _____.

Minimum balance requirements:

The minimum balance required to open this account is \$_____. You must maintain a minimum daily balance of \$_____ in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature _____.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity):

- if your account has an original maturity of one year or less:

The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.

-if your account has an original maturity of more than one year:

The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. If your account is closed during the grace period, no dividends will be paid for those days.

Non-automatically renewable account - This account will not automatically renew at maturity. If you do not renew the account, your funds will be placed in a dividend-bearing account.

FIRST STAR SHARE CERTIFICATE

(Add-on Share Certificate for Members under 18 years old)

Rate information - The dividend rate on your account is _____% with an annual percentage yield of _____%. You will be paid this rate until first maturity.

Compounding frequency - Unless otherwise paid, dividends will be compounded every _____.

Crediting frequency - Dividends will be credited to your account every _____.

Dividend period - For this account type, the dividend period is _____.

Minimum balance requirements - The minimum balance required to open this account is \$25.00. You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations - After the account is opened, you may make additional deposits into the account until the maturity date stated on the account, up to a maximum account principal balance of \$2,500.00. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is subject to an early withdrawal penalty. You are allowed to withdraw dividends earned before maturity of that term without penalty.

Time requirements - Your account will mature on _____.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity):

-if your account has an original maturity date of one year or less:

The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.

-if your account has an original maturity date of more than one year:

The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: a)when an account owner dies; or b)where the account owner is deemed legally incompetent by a court or other body of competent jurisdiction; or c)the law requires the waiver of the early withdrawal penalty.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below) or we receive written notice from you within the grace period. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance(if any) and other features as the original time account. You will have a grace period of ten calendar days, including the maturity date, to withdraw the funds without being charged an early withdrawal penalty. If your account is closed during the grace period, no dividends will be paid for those days.

Non-automatically renewable account - This account will not automatically renew at maturity. If you do not renew the account, your funds will be placed in a dividend-bearing account.

IRA CERTIFICATE ACCOUNT

Rate Information - The dividend rate on your account is _____% with an annual percentage yield of _____%. You will be paid this rate until first maturity.

Compounding frequency - Unless otherwise paid, dividends will be compounded every _____.

Crediting frequency - Dividends will be credited to your account every _____. Alternatively, you may choose to have dividends paid to you or to another account every _____ rather than credited to this account.

Dividend period - For this account type, the dividend period is _____.

Minimum balance requirements:

The minimum balance required to open this account is \$_____. You must maintain a minimum daily balance of \$_____ in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature _____.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity):

- if your account has an original maturity of one year or less:

The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.

-if your account has an original maturity of more than one year:

The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. If your account is closed during the grace period, no dividends will be paid for those days.

Non-automatically renewable account - This account will not automatically renew at maturity. If you do not renew the account, your funds will be placed in a dividend-bearing account.

- An IRA owner over the age of 59 1/2 may withdraw from an IRA certificate of deposit without the early withdrawal penalty.

- An IRA owner over the age of 59 1/2 may make a change in the term and rate of the IRA investments not more than once per account number during a 365 day period without incurring a penalty for early withdrawal.

- If the IRA certificate is non-renewable at maturity, the funds will be deposited into the IRA Accumulation Account.

COMMON FEATURES

Bylaw requirements:

You must deposit \$1.00 into your Share Savings account as a condition of admission to membership.

Transaction limitation - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

Nature of dividends - Dividends are paid from current and available income after required reserve transfers at the end of a dividend period have been made. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund to at least \$250,000.00. Individual Retirement Accounts (IRAs) are insured separately up to \$250,000.00.

Notice of changes in temporary NCUA insurance coverage for transaction accounts- All funds in a "noninterest-bearing transaction account" are insured in full by the National Credit Union Administration through December 31, 2012. This temporary unlimited coverage is in addition to, and separate from, the coverage of at least \$250,000 available to members under the NCUA's general share insurance rules.

The term "noninterest-bearing transaction account" includes a traditional share draft account (or demand deposit account) on which the insured credit union pays no interest or dividend. It does not include any transaction account that may earn interest or dividends, a negotiable order of withdrawal ("NOW") account, money market deposit account, and Interest on Lawyers Trust Account ("IOLTA"), even if share drafts may be drawn on the account. For more information about temporary NCUA insurance coverage of transaction accounts, visit www.ncua.gov.

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Check printing(fee depends on style of check ordered)
An account is considered dormant/inactive if it has had no activity (deposit/withdrawal/dividends, etc.) for a period of 24 months. The dormant/inactive fee of \$5.00 is assessed annually until the account is reactivated or remitted to the appropriate state as unclaimed property.

Please refer to our separate fee schedule for additional information about charges.

YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

SHARE SAVINGS ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

SECONDARY SHARE SAVINGS ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

YOUTH SAVERS ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

CHECKING I ACCOUNT

CHECKING II ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

FIRST RATE CHECKING

Prospective dividend rate:

When the eligibility requirements are met and your daily balance is \$25,000.00 or less, the prospective dividend rate paid on the entire balance will be _____% with a prospective annual percentage yield of _____%. For the portion of your daily balance that is greater than \$25,000.00, the prospective dividend rate is _____% with a prospective annual percentage yield of _____%. When the eligibility requirements are not met, the prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% on the entire balance in your account

PREFERRED CHECKING ACCOUNT (no longer offered)

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

PREFERRED CHECKING PLUS ACCOUNT (no longer offered)

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

CHRISTMAS CLUB ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

VACATION CLUB ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

PREMIER MONEY MANAGEMENT ACCOUNT

Prospective dividend rate:

- **Tier 1** - If your daily balance is \$50,000.00, or more, a prospective dividend rate of _____% will be paid on the entire balance in your account, with a prospective annual percentage yield of _____% for this dividend period.
- **Tier 2** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, a prospective dividend rate of _____% will be paid on the entire balance in your account, with a prospective annual percentage yield of _____% for this dividend period.
- **Tier 3** - If your daily balance is more than \$999.99, but less than \$25,000.00, prospective dividend rate of _____% will be paid on the entire balance in your account, with a prospective annual percentage yield of _____% for this dividend period.

FIRST FUND ACCOUNT (no longer offered)

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

IRA FIRST FUND ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

HEALTH SAVINGS ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

IRA SAVINGS ACCOUNT

Prospective dividend rate:

The prospective dividend rate on your account is _____% with a prospective annual percentage yield of _____% for the current dividend period.

CERTIFICATE ACCOUNT

IRA CERTIFICATE ACCOUNT

Maturity notice - Your _____ account will mature on _____, and it will automatically renew unless you prevent it.

The new maturity date will be _____. The dividend rate and

annual percentage yield that will apply to your _____

account if it is renewed have not yet been determined. That information will be available

on _____. After that date, you may call the Credit Union during

regular business hours at (636) 728-3333 or 1-800-767-8880 to find out the dividend rate

and annual percentage yield that will apply to your account if it is renewed.

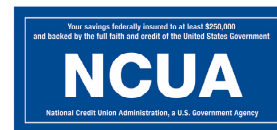
U.S. Patriot Act Compliance

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

Unlawful Internet Gambling: To comply with U.S. Government regulations implementing the Unlawful Internet Gambling Enforcement Act of 2006 (Act), a U.S. federal law, certain restricted transactions involving Internet gambling are prohibited from being processed through your account or relationship. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so. Unlawful Internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made. If prohibited gambling transactions are processed through your account or relationship, then your membership privileges may be suspended or terminated and/or you may be expelled from membership in the Credit Union.

17151 Chesterfield Airport Road
Chesterfield, MO 63005
636/ 728-3333
or
800/ 767-8880
www.firstcommunity.com



WHAT DOES FIRST COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and transaction history

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

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 First Community Credit Union chooses to share; and whether you can 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	No
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes- information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

Call (636) 728-3333 or (800) 767-8880 or go to www.firstcommunity.com or write to us at: First Community Credit Union, P.O. Box 1030, Chesterfield, MO 63006-1030

How does First Community Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

How does First Community Credit Union collect my personal information?

We collect your personal information, for example, when you

- open an account or make deposits/withdrawals from your account
- apply for a loan or pay your bills
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

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

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *First Community Credit Union has no affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *First Community Credit Union does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance, credit card, and other financial services providers.*

We believe it is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have several options available for you. As a benefit to our members, we offer these services to cover you in the event that you overdraw your checking account.

The Credit Union is under no obligation to pay an item that exceeds the fully paid and collected share balance in this account. However, if an item is presented for payment that would exceed the balance and result in the account being overdrawn, the Credit Union may:

1. Treat such items as a request to the Credit Union for an advance from your Overdraft Line-of-Credit Loan Account for the amount of the item, creating an overdraft situation, and credit the loan advance to the checking account. You must complete a loan application for the line-of-credit and approval is based on your credit worthiness. The amount of your limit varies.
2. If you are not eligible to receive a loan advance, the Credit Union may pay such item and transfer shares to the checking in the amount of the resulting overdraft, plus a service charge (as set forth in our fee schedules) from your regular share account.
3. If there are no shares available to transfer to cover the overdraft, **we will consider-as a discretionary courtesy or *service and not a right of yours nor an obligation on our part-approving your reasonable overdrafts as long as at least one (1) account owner has notified the Credit Union in writing that they wish to participate in the overdraft privilege service.** Please refer to the Overdraft Privilege Service Description Policy contained in this agreement for additional information about this service.

Overdraft Privilege Service Description (Policy)
(A Discretionary Overdraft Service)

As a benefit to our members, we offer an overdraft privilege on our personal checking account products. We may pay items and fees to a preset limit when there is a non-sufficient funds (negative) balance. A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, debit card transactions, ATM withdrawals, or other withdrawal requests; B) Payments authorized by you; C) The return as unpaid of items deposited by you; D) The imposition of Credit Union service charges; or E) The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or finally paid. **We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.**

It is the policy of First Community Credit Union to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. An application is required from at least one (1) account owner for the Overdraft Privilege; eligibility is based on you managing your checking account in a responsible manner. Accordingly, there are a few conditions that will apply to this Overdraft Privilege feature. If you apply for participation for Overdraft Privilege, you will be eligible for the Overdraft Privilege unless:

- You do not bring your account to a positive balance at least once every 30 days for a full business day.
- You are more than 14 days past due on any Credit Union loan or delinquent on any other obligation to the Credit Union.
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You have an outstanding balance on a "Fresh Start" Repayment Plan.
- An extended hold is being placed on your checking account or any other account relationship, in which case your Overdraft Privilege will automatically be suspended without prior notice.
- You are a minor.
- A Chexsystems or any other negative indicator is present.
- You have an account that has been opened less than 60 days, or if you were overdrawn for more than 10 consecutive days during the first 60 days that your account was open.
- Your account is a business, non-profit, association, fiduciary, trust or escrow account.
- You have not updated pertinent information in regard to your account (such as your address or contact phone numbers).
- Your account is classified as dormant.

Suspension of Privilege - After the Overdraft Privilege has been activated, we have the right to suspend the privilege at any time based on failure to meet our eligibility criteria. We also reserve the right to suspend the privilege if we believe you are not managing your account in a responsible manner which may harm you or us. In that case, we may suspend your Overdraft Privilege even if you meet all the criteria listed above.

This **discretionary** *service is added to your checking account to cover overdrafts to a set limit, subject to the criteria as explained above. While we reserve the right to refuse to pay any item that is presented, we will generally pay, in the aggregate, overdraft items up to \$400 for Checking I accounts or \$700 for other eligible personal checking accounts. When we pay overdraft items for you, you will be charged a \$25 fee for each item paid by this discretionary service. The amount of the overdraft and all Credit Union fees (as set forth in our fee schedule) and charges will be included in this limit. We may limit the number of accounts eligible for Overdraft Privilege *Service to one account per household.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds item paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our non-sufficient funds and/or overdraft (NSF/OD) charge(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, shall be jointly and severally liable for such overdrafts, plus our non-sufficient funds and/or overdraft (NSF/OD) charge(s).

***The Overdraft Privilege Service does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This service represents a purely discretionary courtesy privilege that the Credit Union may provide to you from time to time and that may be withdrawn or withheld by the Credit Union at any time without prior notice or reason or cause.**

Opt In - You may never need to take advantage of these overdraft checking account payment options, but you may find them useful in the event of a temporary shortfall. In the event that you want to have Overdraft Privilege, simply inform us in writing and we will add this benefit to your account. Only one (1) account owner signature is required to add or remove the overdraft privilege. If there are multiple owners on the account, either account owner can act on behalf of all owners on the account. Your participation in the Overdraft Privilege Service will continue until any owner notifies the Credit Union in writing that you are opting out of the service or until the Credit Union terminates this service. **If your account receives a direct deposit which consists of funds from Social Security or other Federal benefit programs, you should not opt in (participate) in the program if you do not want us to apply those funds to repay an overdraft.** If you have questions regarding this service, please contact us at the phone numbers listed in this account agreement.

If you do not elect to opt-in-for every day debit card or ATM transaction, you may still opt-in for checks, electronic fund transfers (EFT, ACH), and automatic bill payments. However, if you opt-in for ATM and everyday debit card transactions, this will automatically include checks, electronic fund transfers (EFT, ACH), and automatic bill payments.