



**MEMBERSHIP AND ACCOUNT AGREEMENT**

**FUNDS AVAILABILITY POLICY**

**ELECTRONIC FUNDS TRANSFER  
AGREEMENT AND DISCLOSURE**

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# TABLE OF CONTENTS

## **MEMBERSHIP AND ACCOUNT AGREEMENT . . . . . 1**

1. Membership Eligibility
2. Single Party Accounts
3. Multiple Party Accounts
4. POD/Trust Account Designations
5. Accounts for Minors
6. Uniform Transfers/Gift to Minors Accounts
7. Agency Designation on an Account
8. Deposit of Fund Requirements
9. Account Access
10. Account Rates and Fees
11. Transaction Limitations
12. Certificate Accounts
13. Overdrafts
14. Postdated and Stale Dated Drafts
15. Stop Payment Orders
16. Credit Union Liability
17. Credit Union Lien and Security Interest
18. Legal Process
19. Account Information
20. Notices
21. Taxpayer Identification Numbers and Backup Withholding
22. Statements
23. Inactive Accounts
24. Special Account Instructions
25. Termination of Account
26. Termination of Membership
27. Death of Account Owner
28. Severability
29. Enforcement
30. Governing Law

**FUNDS AVILABILITY POLICY DISCLOSURE . . . . .5**

1. General Policy
2. Reservation of Right to Hold
3. Holds on Other Funds
4. Longer Delays That May Apply
5. Special Rules for New Accounts

**ELECTRONIC FUNDS TRANSFER AGREEMENT  
AND DISCLOSURE . . . . . 6**

1. EFT Services
2. Transfer Limitations
3. Conditions of EFT Services
4. Fees and Charges
5. Member Liability
6. Right to Receive Documentation
7. Account Information Disclosure
8. Business Days
9. Credit Union Liability for Failure to Make Transfers
10. Notices
11. Billing Errors
12. Termination of EFT Services
13. Governing Law
14. Enforcement

# Diebold Federal Credit Union

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and a responsibility concerning Accounts Diebold Federal Credit Union (Credit Union) offers. In this Agreement, the words "you and yours" mean anyone who signs an Account Card or Account Change Card (Account Card). The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedule), and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

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

**2. Single Party Accounts:** A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of the Agreement governing our protection for honoring transfer and withdrawal request of an owner or owner's agent prior to notice of an owner's death.

**3. Multiple Party Accounts:** An account owned by two or more persons is a multiple party account.

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

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

**Multiple Party Account Owner Liability.** If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them.

**4. POD/Trust Account Designations:** A payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

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

**6. Uniform Transfers/Gifts to Minors Account:** A Uniform Transfers/Gifts to Minors Account (UTTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

**7. Agency Designation on an Account:** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**8. Deposit of Funds Requirements:** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule.

**Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if all payees do not endorse them. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1-½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities is not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

**Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items of ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least (30) thirty-days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either Holidays or days that are not our business days will be credited to your account on the next business day.

## **9. Account Access:**

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

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

**ACH and Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. Diebold Federal Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution.

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

**10. Account Rates and Fees:** We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

## **11. Transaction Limitations:**

**Withdrawal Restrictions.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal

or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

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

**Transfer Limitations.** For share savings and money market accounts, if applicable, you may make up to (6) six preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than (3) three transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any Diebold Federal Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

**12. Certificate Accounts:** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of the Agreement, the Rate and Fee Schedule and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

## **13. Overdrafts:**

**Overdraft Liability.** If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. Diebold Federal Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, we by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

**Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under Diebold Federal Credit Union's Overdraft Protection Policy. The fee for overdraft transfers, if any, is set forth in the Rate and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.

**14. Postdated and Stale Dated Drafts:** We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in (14) fourteen-calendar days unless confirmed in

writing. A written notice is effective for (6) six-months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than (6) six-months past its date.

#### **15. Stop Payment Orders:**

**Stop Payment Order Request.** You may request a stop payment order on any draft drawn on your account. To be binding an order must be dated signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

**Duration of Order.** You may make an oral stop payment order, which will lapse within (14) fourteen-calendar days unless confirmed in writing within that time. A written stop payment order is effective for (6) six-months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

**Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless for all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**16. Credit Union Liability:** If we do not properly complete a transaction according to the Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letter, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of the Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to the Agreement.

**17. Credit Union Lien and Security Interest:** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter-owed Diebold Federal Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

**18. Legal Process:** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or

attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**19. Account Information:** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

#### **20. Notices:**

**Name or Address Changes.** You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Rate and Fee Schedule.

**Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of the Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

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

**21. Taxpayer Identification Numbers and Backup Withholding:** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

#### **22. Statements:**

**Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.

**Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within (33) thirty-three days of the mailing date of the earliest statement regarding any forgery, alteration, or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

**Notice to Credit Union.** You agree that the Credit Union's retention of your drafts does not alter or waive your responsibility to examine your statement or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in

writing with the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within (14) fourteen-days of the time you regularly receive a statement.

**23. Inactive Accounts:** If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. Funds in your account(s) will become "unclaimed funds" under ORC Ch. 169 if, over a (5) five-year period you do not: (1) increase, decrease, or adjust the amount of funds in your account(s); (2) assign or encumber your account(s); (3) receive payment of your account(s); (4) correspond with us about your account(s); (5) otherwise indicate an interest in your account(s); or (6) transact business with the Credit Union. Unclaimed funds will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. Special Account Instructions:** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

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

**26. Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to Diebold Federal Credit Union

**27. Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payment or transfer orders authorized by the deceased member for a period of (10) ten-days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

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

**29. Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

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

# Diebold Federal Credit Union

## FUNDS AVAILABILITY POLICY

This Disclosure describes your ability to withdraw funds at Diebold Federal Credit Union.

**1. General Policy:** Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Sundays, and federal holidays. If you make a deposit before 4:30 p.m. 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 4:30 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.

**2. Reservation of Right to Hold:** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

**4. Longer Delays May Apply:** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last (6) six-months.
- There is an emergency, such as failure of communications or computer equipment.

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

**5. Special Rules for New Accounts:** If you are a new member, the following special rules will apply during the first (30) thirty-days that your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meet certain conditions. For example, the checks must be payable to you. 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. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

# Diebold Federal Credit Union

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

**TAKE SPECIAL NOTICE: THIS AGREEMENT PERMITS DIEBOLD FEDERAL CREDIT UNION AND THE MEMBER TO DELIVER CERTAIN INFORMATION TO EACH OTHER ELECTRONICALLY INSTEAD OF ON PAPER OR "IN WRITING." THE INFORMATION WHICH MAY BE DELIVERED ELECTRONICALLY INCLUDES, BUT IS NOT LIMITED TO, NOTICES, DISCLOSURES AND OTHER INFORMATION REQUIRED BY FEDERAL LAW UNDER THE ELECTRONIC FUNDS TRANSFER ACT AND REGULATION E OF THE FEDERAL RESERVE BOARD OF GOVERNORS.**

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

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

### Preauthorized EFTs.

- (a) Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings and/or checking account.
- (b) Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.

**Touch Tone Teller (Audio Response)** If we approve the Touch Tone Teller audio response access service for your accounts, a separate PIN (personal identification number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw funds from your savings account.
- Transfer funds from your savings account to your checking account.
- Obtain balance information for your savings, checking, Christmas club and special accounts.
- Determine if a particular item has cleared.

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

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

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as

a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of the transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

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

- Withdraw funds from your savings and/or checking accounts.
- Transfer funds from your savings to your checking account.
- Obtain balance information for your savings and checking accounts.

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

- There is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to a maximum of \$200.00 in any one day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of transfer.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either by cash or check) is made and when it will be available for withdrawal.

### Point-of-Sale Transactions.

Using your Debit MasterCard:

You may access your checking account to purchase goods in person, by phone, or by computer, pay for services in person, by phone, or by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything you can do with a credit card.

You may not exceed our standard daily withdrawal limit of \$500.00 or the amount of collected balance of your selected account whichever is less.

### Computer Transfers.

You may access your account(s) by computer at anytime by logging on to Diebold Federal Credit Union's Online Banking at:

<https://secure.dieboldcu.com/DECUonline/>

Select the Internet Banking Option and enter your User Name and Password to:

- Transfer funds between checking and savings account(s)
- Make payments from checking or savings accounts with us to other vendors through the Bill Pay feature.
- Get checking and/or savings account(s) information.
- Get Certificate of Deposit (CD) or Individual Retirement Account (IRA) information.
- Get loan account information.

**2. Transfer Limitations:** For all savings, Holiday club and insurance accounts, no more than (6) six preauthorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than (3) three of these (6) six may be made by check, draft, or access

card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

### 3. Conditions of EFT Services:

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

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

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

**Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. Fees and Charges:** There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM that is not operated by us, the ATM operator or an ATM network utilized for such a transaction may charge you an ATM surcharge. The ATM surcharge will be debited from your account if you elect to complete the transaction.

ATM fees:

- \$1.00 Monthly fee for ATM access.
- Non-sufficient funds fee of \$5.00.
- \$5.00 replacement card fee per card.

**5. Member Liability:** Tell us at once if you believe your Card or any access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within (2) two-business days, you can lose not more than \$50 if someone uses your Card without your permission. If you do not tell us within (2) two-business days after your learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the (60) sixty- days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission.

**Call us at:**

**Phone: (330) 490-4188 or (330) 490-4189**  
**Fax: (330) 490-4297**

**Or write to:**

**Diebold Federal Credit Union**  
**5995 Mayfair Road**  
**North Canton, OH 44720-8077**

### 6. Right to Receive Documentation:

**Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, audio response transactions, and computer transfers (online banking), or preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or POS terminal transaction with a participating merchant.

**Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every (60) sixty-days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling **(330) 490-4188**. This does not apply to transactions occurring outside of the United States.

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

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

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

**9. Credit Union Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

#### **Liability for Direct of Consequential Damages**

- (a) If through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- (b) If you used your Card or access code in an incorrect manner.
- (c) If the ATM where you are making the transfer does not have enough cash.

- (d) If the ATM was not working properly and you knew about the problem when you started the transaction.
- (e) If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- (f) If the money in your account is subject to legal process or other claim.
- (g) If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- (h) If the error was caused by a system of any participating ATM network.
- (i) If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- (j) If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- (k) Any other exceptions as established by the Credit Union.

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error and why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will tell you the results of the investigation within \*(10) ten-business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to \*\*(45) forty-five days to investigate your complaint or question. If we decide to do this, we will credit your account within \*(10) ten- business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within (10) ten-business days, we may not credit your account.

**Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to (3) three-business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within (14) fourteen-days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding (14) fourteen-days after it has been made.

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

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

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, (10) ten-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.

\*\*If you give notice of an error within (30) thirty-days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have (90) ninety-days instead of (45) forty-five days to investigate.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer (3) three-business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

**10. Notices:** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least (21) twenty-one days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**13. Governing Law:** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Ohio and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**11. Billing Errors:** In case of errors or questions about electronic funds transfers from your savings and checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than (60) sixty-days after we sent the **FIRST** statement on which the problem appears.

**14. Enforcement:** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

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