



# **MEMBERSHIP AND ACCOUNT AGREEMENT**

*Keep this Booklet for your Records*

**[vcu.com](http://vcu.com)**

## Membership and Account Agreement

Section	Table of Contents	19.	Stop Payment Orders
			a. Stop Payment Request
			b. Duration of Order
			c. Liability
			d. Stop Payment of Electronic Funds Transfers
1.	Membership	20.	Lost Items
2.	Communications	21.	Credit Union's Liability for Errors
3.	Individual Accounts	22.	Credit Union Lien
4.	Joint Accounts	23.	Account Information
	a. Rights of Joint Account Owners	24.	Notices
	b. Joint Account Owner Liability		a. Name and Address Changes
5.	Payable on Death (POD) Beneficiaries		b. Notice of Amendments
6.	Accounts for Minors	25.	Taxpayer Identification Numbers and Backup Withholding
7.	Uniform Transfers to Minors Account	26.	Statements
8.	Accounts for Trusts	27.	Termination of Account
9.	Power of Attorney	28.	Termination of Membership
10.	Multiple Accounts	29.	Inactive Member
11.	Accounts for Organizations	30.	Dormant and Abandoned Accounts
12.	Deposit Requirements	31.	Death of a Member
	a. Endorsements	32.	Severability
	b. Final Payment	33.	Governing Law
	c. Direct Deposits	34.	Enforcement
	d. Crediting of Deposits	35.	Electronic Funds Transfers, Your Rights and Responsibilities
13.	Account Access		a. Direct Deposits
	a. Access Options		b. Preauthorized Withdrawals
	b. Authorization Codes, Passwords and Personal Identification Number (PIN)		c. Preauthorized Transactions (Express Transfer)
	c. Wire Transfers		d. Electronic Check Conversion
	d. Automated Clearing House (ACH) Transactions		e. Automated Teller Machine (ATM) Transactions
	e. Transactions by Mail		f. Automated Phone Access
	f. Automated Transfer Policy		g. Debit Card Transactions
14.	Account Rates and Fees		h. MasterCard Foreign Transactions
	a. Annual Rate		i. eBranch Account Access
	b. Annual Percentage Yield		j. Bill Pay Service
	c. Compounding and Crediting		k. MyE-Deposit
	d. Balance Requirements		l. eStatements
	e. Dividends Not Guaranteed		m. Right to Documentation
	f. Fees and Charges		n. VCU Liability
15.	Account Transaction Limitations		o. Disclosure of Account Information to Third Parties
	a. Withdrawal Restrictions		p. Unauthorized Transfers (Lost or Stolen Cards or PIN)
	b. Account Limitations		q. Error Resolution
16.	Certificate of Deposit	36.	Availability of Funds and Collection of Checks
17.	Overdrafts		a. Reservation of Right to Hold
	a. Overdraft Liability		b. Holds on Other Funds
	b. Overdraft Protection Plan		c. Deposits at ATMs
	c. Discretionary Courtesy Pay		d. Longer Delays May Apply
18.	Checks Issued On Your Account		e. Special Rules for New Accounts
	a. Postdated and Staledated Items	37.	Wire Transfer Agreement
	b. Legended Items		
	c. Electronic Presentment and Payment of Checks		
	d. Substitute Checks		

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you by Vantage Credit Union. Throughout this Agreement, the references to “we”, “us”, “our”, “Credit Union” and “VCU” mean Vantage Credit Union. The words “you” and “yours” mean each person applying for and/or using any of the services described herein. The New Account, Subsequent Account Maintenance form means “Account Card” which is incorporated hereto. To apply for membership with Vantage Credit Union you must complete, sign and return an Account Card. As required by Federal law, you also agree to provide the required documentation to verify and record information that identifies each person who opens an Account. You acknowledge that we will make inquiries with third party authorization services and obtain consumer credit reports from consumer credit reporting agencies in order to determine your eligibility for the accounts and services for which you have applied and you agree that we may do this. Your signature on any Account Card also acknowledges and each of you, jointly and severally, agree to conform to the Credit Unions Bylaws, Amendments, terms and conditions of this Agreement, the Fee Schedule accompanying this Agreement, and account policies, which collectively govern your Membership and Accounts.

---

## MEMBERSHIP AND ACCOUNTS

**1. MEMBERSHIP** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain (the “general share”) as required by the Credit Union’s Bylaws. You will provide current Federal or State picture identification and/or other documents to assist the Credit Union in confirming your identity as required by federal law. You acknowledge these documents will be copied and retained as part of your account record. You authorize us to make inquiries, with outside authorization services, prior to the opening of any account relationship. You authorize us to check your account, credit, employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**2. COMMUNICATIONS** You consent to be contacted by VCU, our agents, debt collectors, or anyone calling on our behalf, for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached, including any wireless telephone number. You agree that VCU may contact you in any way, including but not limited to calls or prerecorded or artificial voice or text messages delivered by an automatic telephone dialing system, or email messages delivered by an automatic emailing. Additionally we may leave prerecorded and other messages on your answering machine/service and with others and identify ourselves, your relationship with us, and our purpose for contacting you even if others might hear or read it. We may monitor or record any conversation or other communication with you. Finally, your consent under this Agreement gives us and anyone on our behalf authorization to contact you with any frequency, including weekends and holidays, at any found or legally obtained new mobile phone, landline or home

phone, satellite phone, internet phone, email, place of employment phone numbers and emails, text message, and other references in the event that we cannot reach you, even if they were not provided by you at the time of account opening or subsequently given. If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us. Your consent is not a basis or requirement for obtaining products and/or services with VCU.

**3. INDIVIDUAL ACCOUNTS** An account owned by one depositor is an individual account. All funds on deposit in an individual account are owned by the depositor and will pass to the decedent’s estate or POD beneficiary(ies) pursuant to applicable law.

**4. JOINT ACCOUNTS** An account owned by two or more persons is a joint account. If your account is a joint account, the account is owned as a joint account with right of survivorship, upon the death of one of the joint account owners, that person’s interest will become the property of the surviving joint account owners.

**a. Rights of Joint Account Owners** Any joint account owner is authorized to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any joint account owner. Any joint account owner may withdraw all funds in the account, stop payment on items drawn on an account, transfer, or pledge all or any part of the shares of any account (except the general share) without the consent of the other joint account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). The Credit Union reserves the right to require written consent of all joint account owners for any borrowing, pledging all or any part of the shares, a change of ownership or termination of an account. If the Credit Union receives written notice of a dispute between joint account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

**b. Joint Account Owner Liability** If any item deposited in a joint account is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of the returned item or overdraft and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any joint account owner is indebted to the Credit Union such that the Credit Union has a lien against an account of that joint account owner, the Credit Union may enforce its rights against any or all funds in the joint account, or the joint account owner’s other accounts, regardless of who contributed the funds to the account(s).

**5. PAYABLE ON DEATH (POD) BENEFICIARIES** Completion of the POD beneficiary designation section of the Account Card creates an account subject to Sections 461.003 to 461.081 of the Nonprobate Transfers Law of Missouri, incorporated herein by reference. The account will be payable to the owner or owners during their lifetimes, and upon the death of the last owner, payable to the POD beneficiary named on the Account Card. If the account is held by more than one

owner, each joint account owner will be subject to the rules pertaining to joint ownership as set forth above. The account owner(s) has the right to change the POD beneficiary designation at any time in writing signed by all account owners. Accounts payable to more than one POD beneficiary are owned jointly; there is no right of survivorship between beneficiaries. POD beneficiary designations shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. If there is no surviving POD beneficiary upon the death of the last owner, the funds in the account will belong to the owner's estate.

**6. ACCOUNTS FOR MINORS** For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a joint account owner who is at least eighteen (18) years of age, who shall be primarily liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. All funds in a joint account shall be owned as a joint account with right of survivorship. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner.

#### **7. UNIFORM TRANSFERS TO MINORS ACCOUNT**

An account may be established under Missouri Transfer to Minors Law, the state version of the Uniform Transfer to Minors Act. This Law allows an account to be established for one minor with one custodian. The Law governs all rights and duties. The funds may not be pledged as collateral for a loan and the deposits in the account are held for the exclusive right and benefit of the minor. The custodian is responsible for account activity and compliance with the Missouri Transfer to Minors Law.

**8. ACCOUNTS FOR TRUSTS** An account for a trust is an account held by one or more trustees for the benefit of one or more beneficiaries pursuant to a trust agreement. The trustee must be a member of the Credit Union and maintain a personal membership account for the Credit Union to establish and maintain a non-membership account in the name of a revocable or irrevocable trust. Trustee warrants that a valid living trust has been created, is currently existing, and will provide evidence of the trustee's authority by completing the Trustee Certification and Agreement. The Credit Union is under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). Trustee agrees to immediately notify the Credit Union in writing if any change regarding the trust agreement (including a change in trustee) occurs and to complete a new Trustee Certification and Agreement. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Funds may be released to any one trustee acting alone or with a co-trustee. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. The trustee(s) agrees to defend as well as to indemnify and hold the Credit Union harmless of any claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee unless a successor trustee notifies the Credit Union in writing prior to any unauthorized act. This Agreement shall be binding on the trust, successor trustee(s) and beneficiaries.

**9. POWER OF ATTORNEY** In accordance with Missouri Statute 404.700 to 404.735, we are not required to recognize any properly executed Power of Attorney to act on an account, even if we have previously accepted the Power of Attorney for other transactions. If we accept a Power of Attorney, we may continue to recognize the authority of your Attorney-in-Fact, until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We may require all modifications, amendments or revocations to be in writing, notarized, and delivered to the following address: 4020 Fee Fee Road, Bridgeton, MO 63044. We also reserve the right to restrict the types or sizes of transactions we will permit an Attorney-in-Fact to conduct on a case-by-case basis and may require the Attorney-in-Fact to present the complete original or certified copy of the Power of Attorney before conducting any transaction. Additionally, the Credit Union may require an Indemnification Agreement be completed by the Attorney-in-Fact to act within the authority of the Power of Attorney. A person acting under a Power of Attorney is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no right of survivorship in the account.

**10. MULTIPLE ACCOUNTS** Should you require multiple accounts and/or account types with different owners and/or different terms, the Credit Union reserves the right, for the protection of both you and the Credit Union, to require you to complete additional Account Cards that meet your particular account needs. These Account Cards are part of this agreement. Membership eligibility requirements apply to all additional accounts requested.

**11. ACCOUNTS FOR ORGANIZATIONS** Accounts held in the name of an organization are subject to the same terms set forth in this Agreement and the following additional rules. The account owners agree to inform the Credit Union of the persons authorized to transact business on behalf of the organization. The Credit Union may rely on the account owners' written authorization until such time as the Credit Union is informed of changes in writing. The Credit Union requires that third party checks payable to an organization will not be cashed, but must be deposited to an organization account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has written notice of any wrongdoing.

**12. DEPOSIT REQUIREMENTS** You may make deposits to your account using any method available from us, including deposits in person, by mail or electronic means. All deposit accounts are nonassignable and nontransferable to third parties. We reserve the right to refuse any item for deposit into your Account.

**a. Endorsements** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other negotiable items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all owners. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union

reserves the right to verify all endorsements on checks presented, requiring valid identification or by comparison with member signature files, and to require insurance, government, and certain other checks or drafts to be endorsed in person exactly as they are made payable. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. The Credit Union may disregard information on any draft or check other than the signature of the drawer and MICR information.

**b. Final Payment** All non-cash items deposited to your account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur.

**c. Direct Deposits** The Credit Union may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or government checks) pre-authorize transfers from other accounts at the Credit Union, or from your checking account at another financial institution as per your written instruction (see #35.c.). You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least three (3) days prior to any direct deposit or preauthorized transfer if you wish to cancel the direct deposit or preauthorized transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union.

**d. Crediting of Deposits** Unless otherwise stated in the Availability of Funds and Collection of Checks stated in this Agreement, deposits received electronically and at our offices on business days before the deposit cutoff time will be credited to your account as of the day of the deposit. Deposits made after the deposit cutoff time, deposits made at ATMs, and deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed teller locations such as night depositories will be credited on the day funds are removed and processed by the Credit Union.

### 13. ACCOUNT ACCESS

**a. Access Options** You may make withdrawals or transfers from your account in any manner which is permitted and within established access limits by the Credit Union (e.g., eBranch, tweetMyMoney™ service via Twitter, check, ATMs, in person, by mail, automatic transfer, telephone, debit card or automated phone access as applicable). The credit union reserves the right to require your presence to complete certain transactions.

### **b. Authorization Codes, Passwords and Personal Identification Number (PIN)**

Many access options require the use of an account number, username (established by you) or access device (ATM or debit card) and the use of a predetermined or established code to confirm identity and authorization. The codes include but may not be limited to any Authorization Code, password or PIN established and/or maintained by you. You will hold each code in strict confidence. You will notify the Credit Union immediately if any code has been compromised, lost or stolen. If we receive notice of the loss or theft of any of your codes we may, at our discretion, freeze your Account to prevent further access. Delivering any code to another person constitutes authorization of that person to conduct any and all future transaction(s) on your account. You acknowledge retaining your account and or codes on any type of electronic device constitutes authorization of any user on that type of electronic device to conduct any and all transactions on your account. You shall be liable for all authorized use of your code(s). You understand that each code or other electronic access you request for your joint owner(s) or co-trustee(s) will allow them access to funds and/or information on accounts which they may not be a joint applicant. The utilization of any code is an order by you for the transaction on your account. You have the ability to change your code for many of the access devices. If you wish to revoke this authorization, you will notify VCU immediately and will also change your code(s) on all electronic services that you have with VCU. The Credit Union may restrict the withdrawals or transfers on your accounts, as described in the related account disclosures and in section 15, Account Transaction Limitations. We may, without notice or liability to you (except as required by applicable law), revoke or limit any or all uses of all code(s).

**c. Wire Transfers** If you send or receive a wire transfer, it is governed by our Wire Transfer Agreement found in section 37.

### **d. Automated Clearing House (ACH) Transactions**

ACH transactions are governed by operating rules of the National Automated Clearing House Association (NACHA). In accordance with these rules, the Credit Union will not provide you with next-day notice of receipt of ACH items to your account. You will receive notice of receipt ACH items in the periodic account statements which we provide. As per NACHA Operating Rules, we will rely solely on the account number contained in the entry for posting to a member's account.

**1. Credits** You may make arrangements for certain ACH deposits to be accepted into your Regular Savings or checking account. The Credit Union may give you credit for ACH deposits before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives the final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry.

**2. Debits** You may make arrangements to pay certain recurring bills from your Regular Savings account (limited per Regulation D) or your Checking account. Cancellation of this debit would require a stop payment order.

**e. Transactions by Mail** Except as otherwise provided in this Agreement, the Credit Union may permit you to make deposits, transfers, and withdrawals by mail. Such transactions will be posted to your account as of the day the transaction is received and processed at the Credit Union.

**f. Automated Transfer Policy** The Credit Union offers a daily Automatic Transfer service for deposits as well as loan payments. You may authorize this service by completing the Automated Payroll Distribution Authorization, speaking with a Credit Union representative, or establishing one-time or recurring transfers through the eBranch.

**14. ACCOUNT RATES AND FEES** The Credit Union's payment of dividends on the general share and interest on deposit accounts, is subject to the following earnings, payment, and balance requirements. Dividends mean any declared or anticipated earnings on a member's shares. Interest means the Credit Union's payment for the use of funds in a deposit account offered under state law calculated by the application of a periodic rate to the balance.

**a. Annual Rate** For dividends paid on shares, the Annual Percentage Rate is the stated annual simple rate of return (simple dividend rate) your account is anticipated to earn without regard to compounding. The simple dividend rate may change from time to time based on the Board of Directors' declaration of dividends based on available earnings of the Credit Union. For interest paid on deposit accounts, the Annual Percentage Rate is the stated annual simple rate of return (simple interest rate) your account will earn without regard to compounding. The Annual Percentage Rate for each account, including the period it will be in effect, the frequency of any rate changes, and limitations, if any, are set forth on the related Account Disclosure.

**b. Annual Percentage Yield** The Annual Percentage Yield for a share or deposit account means the total amount of dividends or interest that will be earned on the account based on the Annual Percentage Rate and the frequency of compounding applicable to the account if all funds remain on deposit for a 365-day period. For dividends paid on the general share, the Annual Percentage Yield may change from time to time based on the Board of Directors' declaration of dividends based on available earnings of the Credit Union. If you withdraw some of your deposit funds or any fees are assessed on your account during the period, the Annual Percentage Yield will be reduced. The Annual Percentage Yield for each account and the period it will be in effect are set forth in the related Account Disclosure.

**c. Compounding and Crediting** The compounding period for your account is the period at the end of which dividends or interest are added to the account balance and begin to earn additional dividends or interest. The frequency with which dividends or interest will be compounded and credited to each account are set forth on the related Account Disclosure. The crediting of earned interest will be posted to the account or paid to the member on the last business day of the month, or the end of the calendar quarter, semi-annually or annually, as per the account established. If you close an account before dividends or interest are paid, you will not receive the accrued dividends or interests.

**d. Balance Requirements** If any account is subject to a minimum balance requirement to open or maintain the account, avoid the imposition of any service fees, or obtain the stated Annual Percentage Yield, the balance requirements, including the conditions and fees, are set forth on the related Account Disclosure. The method of determining the balance on which dividends or interest are computed or minimum balance requirements imposed is set forth on the related Account Disclosure. If your account falls below a minimum required balance at any time during the period, your account may be subject to a service fee or may not earn dividends or interest at the stated Annual Percentage Rate.

**e. Dividends Not Guaranteed** For dividends on the general share, the Credit Union Board of Directors declares dividends based on current income and available earnings of the Credit Union, after providing for the required reserves at the end of the dividend period. The stated dividend rates and yields reflect the earnings the Credit Union anticipates having available for distribution. The dividend rates and yields are not guaranteed.

**f. Fees and Charges** Subject to applicable law, you agree to pay us, or have deducted from your Account, certain fees and charges. In addition we may charge you for other services whether or not related to your Account, such as wire transfers of funds or issuing a cashier's check. The fees and charges that are applicable to your Account are set forth on the related Account Disclosure and Fee Schedule. You agree that the fees and charges may change and we will notify you of the changes, to the extent required by law. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

## **15. ACCOUNT TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions** The credit union reserves the right to require your presence, original signatures and valid identification for any withdrawal request. The Credit Union will permit a withdrawal if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan with sufficient credit or funds available to cover the item(s). The use of any access device (i.e.: ATM or debit card) results in an immediate reduction (not necessarily for the total transaction amount) in the available funds in an account. Checks or other transfer or payment orders (including ATM and debit card) which are drawn against insufficient available funds will be subject to a service charge, set forth on the related Account Disclosure and Fee Schedule. If there are sufficient available funds to cover some, but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union reserves the right to require a member to make a withdrawal from any account (except checking) to give written notice of such intent not less than seven (7) days and up to sixty (60) days before such withdrawal.

## **b. Account Limitations**

**1. Savings Accounts**—You and any joint account owner are restricted from making more than six (6) transfers or withdrawals during any calendar month to another credit union account of yours or to a third party by means of pre-authorized or automatic transfer or telephonic order or instruction, including automated phone access, eBranch, tweetMyMoney™ via Twitter or overdraft transfers resulting from non-sufficient funds in your checking account. A pre-authorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon verbal or written order including orders received through the ACH. In addition to the transactions specified above, you may make unlimited withdrawals or transfers as follows: (i) transfers to any loan account with the Credit Union; or (ii) transfers or withdrawals (payments directly to you) by mail, messenger, in person, ATM machine, if applicable, from this account to another Credit Union account of yours. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to termination of access devices.

**2. Money Market Accounts**—You and any joint account owners are restricted from making more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction.

**16. CERTIFICATE OF DEPOSIT** Certificates of deposit are subject to the terms of the Agreement, and the specific terms, and disclosures set forth on the certificate for each account are incorporated herein by reference. Certificates of deposit are nontransferable, not assignable and non-negotiable.

## **17. OVERDRAFTS**

**a. Overdraft Liability** If on any day, the available funds in your checking account are not sufficient to cover checks, fees, and other items posted to your account (i.e. debit card debits, preauthorized transfers, eBranch transactions, tweetMyMoney™ service via Twitter transactions), those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The 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. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth on the related Account Disclosure and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the Credit Union pays a check or imposes a fee that would otherwise overdraw your account you agree to pay the overdraft amount immediately. When an item is paid or returned and a fee is assessed which creates an overdraft you agree and authorize VCU to pay the item from funds from your other account(s) or from funds subsequently deposited in the account including direct deposits of governmental benefits including but not limited to Social Security and Supplemental Security Income. 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. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**b. Overdraft Protection Plan** If we have approved an overdraft protection plan for you, we will honor checks or other item(s) drawn on insufficient funds in your account by transferring the necessary funds from another account under this Agreement or Loan Account as required under the Credit Union's overdraft protection plan. Transfers from a deposit account will be governed by the Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

**c. Discretionary Courtesy Pay** Courtesy Pay is not a line of credit and does not constitute an actual or implied agreement between VCU and any account owner. However, if you accidentally overdraw your checking account and have exhausted all other overdraft protection options, we will have the discretion to pay overdraft(s) subject to the then existing Courtesy Pay limit and the amount of the related fee(s). VCU is not obligated to pay any item (check, in person withdrawal, ACH or by other electronic means) presented for payment if your account does not contain sufficient available funds. Any discretionary payment by VCU of an overdraft item does not obligate VCU to pay any additional non-sufficient fund item nor to provide prior notice of its decision to refuse to pay any additional non-sufficient fund item. Consumer (primarily used for personal and household purposes) checking accounts for members twenty-one (21) years of age or older, excluding Fresh Start checking accounts, may be eligible for this discretionary service. Pursuant to VCU's commitment to always provide the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

1. Bringing your account to a positive balance within every thirty-five (35) day period for a minimum period of one (1) business day;
2. Not being in default on any loan or other obligation to VCU and;
3. Not being subject to any legal or administrative order or levy.

VCU will have the discretion to pay standard overdrafts within the Courtesy Pay limit, but payment by VCU is a discretionary courtesy and is neither a right of the member nor an obligation of VCU. The discretionary Courtesy Pay limit for consumer checking accounts will generally be limited to a maximum of: (a) \$100 overdraft (negative balance) the next business day after account opening; (b) \$300 overdraft (negative balance) thirty (30) days after opening a Save.Think.Live. (S.T.L.) checking account; or (c) \$750 overdraft (negative balance) thirty (30) days after opening a Basic Checking Account. Any and all fees and charges, including without limitation, the Courtesy Pay and NSF Fees (as set forth in our Fee Schedule), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Courtesy Pay limit as a result of the assessment of a fee(s).

Each Courtesy Pay Fee created by check, ACH, ATM withdrawal, everyday debit card transaction, in-person withdraw or by other electronic means is included in the total discretionary Courtesy Pay (negative) balance and is due and payable upon demand. Each

account owner will continue to be liable, jointly and severally, for all such amounts which may include any and all fees and charges.

See the Discretionary Courtesy Pay Disclosure for fee information.

**18. CHECKS ISSUED ON YOUR ACCOUNT** Checks issued on your account(s) are not returned with the statements. You may request a copy of any canceled check(s). You may also view and/or print copies of canceled check(s) through the eBranch. Please refer to the Fee Schedule for current charges.

**a. Postdated and Statedated Items** You understand that postdating a check will have no effect on whether or not it is honored prior to or after the date of any such check. A statedated check is a check received by us that is dated six (6) months or more prior to the date of receipt. We may pay or refuse to pay any postdated or statedated check or other item presented for payment on your account without any liability.

**b. Legended Items** The Credit Union, in paying or taking a check for collection, may disregard information on the check other than the signature of the drawer, the identification of the drawee bank and payee, the amount, endorsements, and any other information encoded onto the MICR line according to general banking standards. You acknowledge and agree that processing checks in this manner, using only information encoded onto the MICR line satisfies the Credit Union's responsibility to exercise of good faith and ordinary due care.

#### **c. Electronic Presentment and Payment of Checks**

In some cases when you write a check to a merchant in payment of goods or services the merchant may present that check electronically for payment instead of sending us the paper check. Also, if your check is returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (EFT) to debit the funds from your account, that electronic fund transfer is covered under the provisions and protection of the Electronic Fund Transfers Act. Check re-presentments (such as check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Fund Transfers Act.

#### **d. Substitute Checks**

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks". These

checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure you may receive up to the lesser of the amount of the check or \$2500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 4020 Fee Fee Rd., Bridgeton, MO 63044. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and



- A copy of the substitute check [and/or] the following information to help us identify the substitute check: the check number; the name of the person to whom you wrote the check; the amount of the check; and the date the check was written.

## 19. STOP PAYMENT ORDERS

**a. Stop Payment Request** You may, upon timely and proper request, ask the Credit Union to stop payment on any check or other payment order drawn upon your Money Market account, Home Equity Line-of-Credit or checking account. You may request a stop payment by telephone, by mail, through the eBranch or by appearing in person. The stop payment will be effective if the Credit Union received the order in time for the Credit Union to act upon the order and you provide the number of the account, date and specific number(s) of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If a Credit Union cashier's check is lost, stolen or destroyed and a replacement check is requested, a Declaration of Loss must be made under penalty of perjury by the remitter or payee. The Declaration of Loss becomes enforceable on the ninetieth (90th) day following the date of the cashier's check.

**b. Duration of Order** Verbal stop payment orders remain in effect for fourteen (14) days. Prior to the end of the fourteen (14) days, you must confirm this verbal request with a written stop payment request for it to remain in effect. Written stop payment orders are effective for six (6) months. In order for any written stop payment order to remain in effect after six (6) months, you must renew the order in writing. Stop payment orders issued through the eBranch will be considered confirmed (written) by the use of your personal code to access the service.

**c. Liability** The Credit Union may charge a fee for each stop payment order requested, as set forth on the related Account Disclosure and Fee Schedule. Be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. If you place a stop payment order and the item is paid through no fault of yours, the Credit Union will only be liable for actual damages you incur, not to exceed the amount of the check.

### **d. Stop Payment of Electronic Fund Transfers**

**1. Right to Stop Payment and Procedure for Doing So. Note:**

**Payments scheduled via Bill Pay service must be cancelled by you within the Bill Pay service prior to processing.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Contact us through the eBranch or by the telephone number or address listed in this Agreement in time for us to receive your request three (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 fourteen (14) days after you call.

**2.** If you have told us to debit your checking account at another financial institution, you can stop this transaction through the eBranch or by writing us at the address listed in this Agreement in time for us to receive your request three (3) business days or more before the transaction is scheduled to be made.

**3.** Liability for Failure to Stop Payment of Electronic Fund Transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for actual damages you incur, not to exceed the amount of the item.

**20. LOST ITEMS** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

**21. CREDIT UNION'S LIABILITY FOR ERRORS** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction. The Credit Union will not be liable if: (1) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (2) circumstances beyond the Credit Union's control prevents the transaction; (3) your loss is caused by the negligence of another financial institution; or (4) the money in your account is subject to legal process or other claim. In no event will the Credit Union be liable for consequential damages.

**22. CREDIT UNION LIEN** The Credit Union will have a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply the funds on which it has a lien to pay off your indebtedness (except real estate secured obligations) as a borrower, guarantor, or endorser to the Credit Union. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time.

**23. ACCOUNT INFORMATION** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulation; (3) such disclosure is in compliance with the law, government agencies or court order; or (4) you give us your written permission.

## 24. NOTICES

**a. Name or Address Changes** It is your responsibility to notify the Credit Union upon a change of name or change of address. The Credit Union is only required to honor items drawn upon the name as listed on the account and to attempt to communicate with you only at the most recent address you have provided to the Credit Union. Your personal information, including home mailing address,

contact phone numbers and email address may be changed in writing, by speaking with a credit union representative or through eBranch account access. The Credit Union reserves the right to require your confirmation to comply with a request to modify any personal information.

**b. Notice of Amendments** Except as otherwise prohibited by applicable law, the terms of the Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. The Credit Union will notify you of any changes in terms, rates, or fees as required by law by delivering notice. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. Amendments requested by you, or any one joint account owner, such as adding a new type of account or service, must be evidenced by a signed Account Card, which upon execution will be incorporated herein by this reference. The Credit Union reserves the right to require all owners to consent in writing to terminate an account.

#### **25. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP**

**WITHHOLDING** Upon opening the account, you must (1) provide a name, matching Taxpayer Identification Number (TIN) and address of the person on whose behalf the account is being opened, and (2) certify by signing an Account Card, that the TIN used on the account is the correct TIN, and that the person to whom the TIN belongs to is subject to, is not subject to, or is exempt from, backup withholding. If your account is, or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) the current percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you fail to provide your TIN, the Credit Union may suspend or terminate your account privileges.

**26. STATEMENTS** You will receive a monthly account statement unless there are no electronic transfers or transactions in a particular month. 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 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.

**27. TERMINATION OF ACCOUNT** The Credit Union may terminate your account, or any sub-account within an account number, 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 authorized signers, (2) there has been a forgery or fraud reported or committed involving your Account, (3) any Account checks are lost or stolen, (4) you have too many transfers from your Account, (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been misrepresentation or any other abuse of any of your accounts, or (7) any other provision is violated.

**28. TERMINATION OF MEMBERSHIP** You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. The termination of membership will be accepted and processed during normal business hours only. The Credit Union is not liable for payment on any check, withdrawal, or other item once your membership is terminated. Your membership may be terminated by us for any reason allowed by applicable law, including causing a loss to the Credit Union.

**29. INACTIVE MEMBER** If you have not made a deposit, withdrawal, transfer, or payment on your Account(s) on which you are a primary owner for a period of twelve months, we may consider you to be an inactive member, charge a fee, and/or close your Account(s)/ Membership. Refer to VCU's Fee Schedule for applicable fees.

**30. DORMANT AND ABANDONED ACCOUNTS** If you have not made a withdrawal from, or deposit to your Account for an extended period of time, we may consider your Account Dormant, charge a dormant account fee and/or close your account/membership returning any funds on deposit to you. If we have been unable to contact you and subject to applicable law, the account will be presumed to be abandoned and we may stop paying interest on the account. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds.

**31. DEATH OF A MEMBER** Upon the death of an account owner, funds in the account shall be payable to joint account owners or others in accordance with the Account Card, this Agreement and applicable state law. To maintain accurate interest income reporting, the Credit Union may require the joint owner to provide a Taxpayer Identifier Number (TIN). If a TIN is not provided; the Credit Union will establish backup withholding of 28 percent. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of the account owner's death. Upon learning of the death of the account owner the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days unless the Credit Union receives instruction from a joint owner or court order to stop payment on the drafts or other items. The Credit Union may require the survivor or other claimant to the

account to produce certain documents and indemnify the Credit Union for any losses resulting from honoring that claim before releasing the funds in the account.

**32. SEVERABILITY** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

**33. 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 Missouri 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 Administrative Office is located.

**34. 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 Administration Office is located, if allowed by applicable law.

### **35. ELECTRONIC FUND TRANSFERS — YOUR RIGHTS AND RESPONSIBILITIES**

This is a disclosure required by the Electronic Fund Transfer Act and Regulation Z, which are federal laws defining your rights and responsibilities as a consumer who uses electronic fund transfer services. You should keep this notice for future reference.

**a. Direct Deposits** You may make arrangements for certain direct deposits to be accepted into your Regular Savings, Premier Money Market or checking accounts.

**b. Preauthorized Withdrawals** You may make arrangements to pay certain recurring bills from your checking accounts. We do charge a nominal fee on preauthorized payments if the funds are not available to process the transaction.

**c. Preauthorized Transactions (Express Transfer)** By written agreement, you may make arrangements to have your checking account at another financial institution debited for a specific amount on a monthly basis. The funds will then be deposited or applied to your VCU accounts, per your written agreement. This agreement will remain in effect until written authorization is received from you to change/cancel or the related loan is paid in full. VCU reserves the right to terminate this service upon written notice.

**d. Electronic Check Conversion** If you pay for purchase or bills with a check, you may authorize your check to be converted to an electronic fund transfer. You may also 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 or pay bills.

### **e. Automated Teller Machine (ATM) Transactions - transfers, dollar limitations and charges**

You may access your account(s) by ATM using your VCU ATM Card or debit card and your PIN, to:

- Make deposits to savings or checking accounts (only at CO-OP Network ATMs)
- Withdraw cash from your savings or checking accounts
- Transfer funds between your savings and checking account and overdraft protection line-of-credit with the Credit Union
- Secure a cash advance under your existing overdraft protection line-of-credit with the Credit Union
- Make loan payments to your VCU loan accounts (only at VCU ATMs).
- Obtain information on your checking, savings or overdraft protection line-of-credit account balances
- Purchase products and services from merchants participating in a Point-of-Sale Program

### **Notice Regarding ATM Fees by Others**

If you use an ATM that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

**NOTE:** Some of these services may not be available at all terminals. Also, for security reasons, there are limits on the number and dollar amounts of the transactions you can make using an ATM.

**f. Automated Phone Access** You may access your account(s) by phone using your automated phone access PIN, to complete such transactions as:

- Account balances
- Account transfers (limited per Regulation D)
- Check clearings
- Cash advance on overdraft protection line-of-credit
- Loan payments
- Verification of Express Transfer transactions
- Year-to-date dividend/interest information
- Changing your automated phone access PIN

During one phone call you are able to execute several transactions. Transactions are posted to the account immediately.

**g. Debit Card Transactions** You may access your checking account at retail outlets to purchase goods, pay for services, or do anything that you could do with a credit card (that a participating merchant would accept with a credit card). A nominal fee may be assessed on specific transactions. Contact VCU for applicable transactions. We do charge a nominal fee for using foreign ATMs. Refer to VCU's Fee Schedule for applicable fees.

**h. MasterCard Foreign Transactions** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollar) will be (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date, in each instance, plus 1.00% of the settlement amount.

**i. eBranch Account Access** You may access your account(s) by visiting our website [vcu.com](http://vcu.com) and establishing and using a unique username and password. Any online account access includes the acceptance of the Vantage Credit Union Electronic Suite of Services Agreement which includes authorizing the receipt of periodic statements and inserts in electronic (eStatement) format.

The eBranch allows you to:

- Transfer funds from your qualified accounts to your other accounts (limited per Regulation D)
- Transfer funds from your qualified accounts to another member's account at VCU
- Obtain balance and activity information for your VCU accounts,
- Make payments to your VCU credit card(s) or loan account
- Obtain Year-To-Date dividend/interest information
- Make bill payments to creditors from your checking account
- Enable and establish/update your PIN for automated phone access
- Place a stop payment on checks
- Reorder checks
- Correspond with VCU employees via a secure Message Center
- View monthly statements via online eStatements
- Download account information into financial management software programs for reconciliation
- View online check images
- tweetMyMoney™ mobile banking via Twitter
- Access social media sites
- Personal financial management tools
- Tag transactions
- Swipe2Save—Account owner(s) will have the Swipe2Save option of authorizing a set amount to be saved per debit card transaction. Through the eBranch, Swipe2Save allows account owner(s) to establish the Swipe2Save amount per transaction and the minimum checking account balance threshold for the Swipe2Save transfer to occur. The Swipe2Save total amount for the daily posted debit card transactions will be transferred from the checking account (contingent on minimum balance threshold) to the Regular Savings account at the close of each business day. Swipe2Save options may be modified or cancelled at any time and will be effective within two (2) business days.

S.T.L. Account also allows you:

- One (1) 'Oops' NSF Fee may be rebated at member's request per 6-month period, January-June and July-December.

You may terminate your eBranch access by written notice to VCU at any time. You must also cancel all transfers and bill payments at that time. Upon written notification from you, VCU will terminate your Username and password and all eBranch account access. Whether you or the Credit Union terminates this access, the termination shall not affect your obligations under the Membership and Account Agreement and/or the Credit Line Account Agreement and Addendums.

**j. Bill Pay Service** Bill Pay service may be accessed via established eBranch account access. Bill Pay service enables you to pay bills from your checking account with no limit on the number of bills paid. Payments are processed on the business day you designate provided the payment is submitted prior to the daily cut off time. Recurring

payments that fall on a Holiday, Saturday or Sunday will be processed according to the "Pay Before or Pay After" option elected when the payment was scheduled. You authorize VCU to post such payments (debits) to your VCU Checking Account and realize payments may be posted prior to any ACH deposits on the same day.

You understand and agree that:

- You should allow five (5) to ten (10) business days for check payments and three (3) business days for electronic payments to reach your Payee
- **You agree payments to governmental agencies, tax payment and court ordered payments are not allowed through this service**
- **You agree payments are limited to payees within the United States and the maximum dollar amount is \$9,999.99**
- We will not be responsible for any loss or penalty that you incur due to a lack of sufficient funds or other condition that may prevent the debiting of funds from your checking account
- You understand that VCU is not liable for any payments that you initiate through this service.
- You may terminate this agreement by written or verbal notice to VCU. You must also cancel all transfers and bill payments at that time. Upon reasonable opportunity to act on your termination notice, VCU will terminate your access. Whether you or VCU terminates this Agreement, you remain obligated for any Bill Pay payments made by VCU on your behalf and the termination shall not affect your obligations under this Membership and Account Agreement and/or the Credit Line Account Agreement and Addendums.
- You may send a GiftPay-e card as a Gift or to make a Donation. An additional service charge will apply when this feature is utilized and will be disclosed at the time of purchase and will be debited from your checking account.
- You may elect to expedite the delivery of a payment by selecting Rush IT!. An additional service charge will apply when this feature is utilized and will be disclosed at the time of purchase and will be debited from your checking account.

**k. MyE-Deposit** service may be accessed via established eBranch account access. MyE-Deposit allows you to submit an electronic image of a check(s) for deposit to your qualified account(s).

**l. eStatements** As part of eBranch account access you may elect the electronic delivery of current and future documents, including but not limited to: periodic statements, disclosures, agreements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf. You may cancel eStatements at any time by:

1. unenrolling via the eBranch
2. sending a secure message within eBranch account access requesting the cancellation of your election. Any future request to elect to receive eStatements must also be submitted via the secure message within the eBranch

Cancellation is effective at the time of VCU's "on screen" confirmation of electronic cancellation. We recommend you save and print your confirmation of electronic cancellation for your records. Cancellation

shall not negate or nullify the legal effectiveness, validity or enforceability of documents provided to you prior to the effective date of cancellation. VCU may cancel this agreement and your access to Electronic Documents at any time and for any reason, reverting to delivery of printed documents by postal service or as otherwise allowed or required by applicable law.

#### **m. Right to Documentation**

**1. Terminal Transfers** If elected, you will get a receipt at the time you make any transfer to or from your account using one of our ATMs.

**2. Periodic Statements** You will receive a monthly statement if you access your accounts through an ATM; the eBranch; tweetMyMoney; automated phone access; or you are having funds electronically deposited or withdrawn from your accounts. Otherwise you will receive a quarterly statement.

#### **n. VCU 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 the transfer would go over the credit limit on your overdraft protection line-of-credit.
3. If the ATM 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 we have taken.
6. If the Credit Union fails to receive necessary transfer data or the data it receives is erroneous or incomplete.
7. If the Credit Union has received a report that your VCU ATM card or debit card has been lost or stolen or if the Credit Union has reason to suspect that there is unauthorized use of your VCU ATM card or debit card.
8. If your funds are subject to legal process or other encumbrance restricting such transfer.
9. There may be other exceptions in our agreement with you.

#### **o. Disclosure of Account Information to Third Parties**

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

1. where it is necessary for completing transfers;
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders; or
4. if you give us written permission.

#### **p. Unauthorized Transfers (Lost or Stolen Cards or PIN)**

If you believe your ATM card or debit card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic

funds transfer has been made without your permission using information from your check, tell us at once. Contact:

Vantage Credit Union  
4020 Fee Fee Road  
Bridgeton, MO 63044-2734  
**Business Days:** Monday through Friday (*Excluding Federal Holidays*)  
**Regular Hours:** 314.298.0055 or 800.522.6009  
**After Hours:** **VCU ATM card** and **debit card** 866.820.8792

Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft protection line-of-credit). If you tell us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card without your permission.

If you DO NOT tell us within two 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 can 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 kept you from telling us, we may at our discretion extend the time period.

#### **q. Error Resolution**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement, 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. You may also write us via your secure mailbox within your eBranch account access at vcu.com. 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.
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 verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

### **36. AVAILABILITY OF FUNDS AND COLLECTION OF CHECKS**

This Disclosure describes your ability to withdraw funds at VCU.

#### **General Policy**

Our policy is to make funds from your 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 funds are available, you may withdraw them in cash. We will also use the funds to pay checks you have written. To determine whether your deposits are available, every day is considered a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m., or on a day we are not open, we will consider the deposit to have been made on the next business day we are open. 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 have deposited that are returned to us unpaid, and for any other problems involving your deposit.

#### **a. Reservation of Right to Hold**

In some cases, we will not make all of the funds you deposit by check available to you on the next business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit into your checking or Money Market account 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 the deposit. We will also tell you when the funds will become available. Checks deposited to a savings account with a hold may not be available next business day and are subject to extended holds. 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 verify with the credit union when the funds will become available.

#### **b. Holds on Other Funds**

If we cash a check for you that is drawn on another financial institution, we may temporarily withhold a corresponding amount of funds already in your account the same amount of time as we would if you had deposited the check into your account. 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 you have on deposit in another account with the credit union. The funds in the other account would then not be available for withdrawal until the same time periods that have been described elsewhere in this disclosure.

#### **c. Deposits at ATMs**

Funds from any deposits (cash or checks) made at ATMs will become available on the second business day after the day of deposit. If you make a deposit before 5:00 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 5:00 p.m., or on a day we are not open, we will consider the deposit to have been made on the next business day we are open.

#### **d. Longer Delays May Apply**

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 re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a 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 become available. Funds will generally become available no later than the seventh business day after the day of your deposit.

#### **e. 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 into your account will become 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 become available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will become available on the seventh 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 become available until the second business day after the day of your deposit.

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

**37. WIRE TRANSFER AGREEMENT** THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR VERBAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR ACCOUNT CARD(S)

FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

Electronic fund transfers that meet the definition of remittance transfers are governed by Regulation E, 12 CFR Part 1005, Subpart B – Remittance Transfer Rule, and consequently, terms of this agreement, may vary for those type of transactions. A “remittance transfer” is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign county by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

We are authorized to charge your Account for the payment of wire transfer requests. If more than one Account(s) is designated, we may charge any of the designated Accounts unless you give us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of your designated Accounts with us to another account you have with us, to any other financial institution, or to a third party or account of a third party maintained with us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless you give us written instructions to the contrary.

The party(ies) named in your Account Card(s) are the Authorized Persons who may issue payment orders to us for the initiation of wire transfers or to receive telephone calls from us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to us under this Agreement for any Account designated in your Account Card(s). For confirmation purposes, we may call any party designated in your Account Card(s). If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to us in compliance with our cut-off hours as established from time to time by us. Wire transfer requests may be given by completing our wire transfer request form or a recorded and confirmed telephone conversation. We are not responsible for the accuracy of a routing number, account number or amount which you supply and which is contained in your wire transfer request. Wire transfer requests received by us after our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide you telephonic notice of rejection. If we are unable to reach you by telephone, we may at our option give you notice of rejection in writing.

If we accept a wire transfer request consistent with this Agreement, you agree that any such transfer requests which we receive are effective as your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after we receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by

you prior to the time that we execute such payment order, but we have no liability if your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your Account Card(s) designates any Account which may be charged in relation to wire transfer requests. All parties which you have authorized to issue wire transfer requests or to receive telephonic confirmations from us are identified in your Account Card(s). All modifications or additions to your Account Card(s) must be in writing.

You agree to pay us the amount of any transfer request which we transmit pursuant to this Agreement when we execute a payment order to carry out your wire transfer request. You will not make any wire transfer request which would cause you to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without our prior consent, you agree to pay us the overdraft amount and any overdraft fee immediately upon our demand. We have the right to set-off the amount of any overdraft against the balance in any of your accounts with us and we may exercise any rights we have under any agreements which grant us security for the payment of your liabilities or obligations to us.

You understand and agree that the payment of a wire transfer request may be made by us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which you have provided for a beneficiary, even if the number identifies a person different from your intended beneficiary. You also understand and agree that we or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which you have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one you intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers you have provided to initiate a wire transfer are accurate. You will be liable to us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by you or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which you have provided to us.

We are not responsible for any fees that may be assessed by any other entity to complete your wire transfer request.

You agree we are not required to provide you with any written notice of a payment order or credit as these are detailed on your periodic statement. You agree to examine any statement or confirmation which we send you and to notify us within 30 days after the mailing date on any statement or confirmation of any discrepancy or error. If you fail to notify us of any discrepancy or error within the required time period, you agree that we are not liable to pay interest or reimburse you for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and VCU agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) we reserve the right to telephonically record all communications regards a payment order, (b) Only individuals named in your Account Card(s) shall issue wire transfer requests to Us; and (c) we reserve the right to telephonically contact any individual named in your Account Card(s) for the purpose of confirming a transfer request, regardless of amount, although we have no obligation to do so. If we cannot obtain a confirmation satisfactory to us, then we reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your Account Card(s). If for any reason, we are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, we may refuse to execute the transfer request. If we do so, we shall not incur any liability of any nature. You agree to prevent disclosure other than on a need-to-know basis, of any of the aspects of the security procedures which you have agreed to with us. You will notify us immediately if you believe the confidentiality of the security procedures has been compromised and you shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes provided we act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom we transmit funds whether such other parties were selected by you or us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour we have established. We will generally use the funds transfer system, but we may use any means and routes that we in our sole discretion, consider suitable for the transmission of funds.

You agree we do not guarantee nor are we liable for timely or accurate posting by the final receiving institution.

You agree that we have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount we can transfer from time to time during any business day, provided, however, that we will promptly notify you of any such failure or delay and will effectuate the transfer as soon as is reasonably possible. We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by us which are subject to this Agreement, regardless of whether we know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that you might incur.

We may terminate this Agreement at any time by giving written or verbal notice to you. Unless we terminate this Agreement, the Agreement shall remain in effect until we receive written notice of termination from you and have been afforded a reasonable opportunity to act on your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which we are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which we are chartered.



# General Information

## **Administration Offices**

4020 Fee Fee Road • Bridgeton, MO 63044-2734

## **Mailing Address**

PO Box 4433 • Bridgeton, MO 63044-0433

## **Phone Numbers**

314.298.0055 • 800.522.6009

## **Business Days**

Monday-Friday (Excluding Federal Holidays)

## **After Hours to report**

### **ATM or Debit Cards Lost or Stolen**

866.820.8792

### **Re-PIN ATM or Debit Cards**

866.985.2273

Federally insured by NCUA



WEB 6/16