




## **Important Account Information: Agreements & Disclosures**

[www.emeraldgcu.com](http://www.emeraldgcu.com)

<b>Garfield Heights Branch:</b>	<b>216-581-5581</b>
<b>Call-24 Audio Teller:</b>	<b>216-581-3166</b>

YOUR SAVINGS INSURED TO \$250,000 PER ACCOUNT

 **AMERICAN SHARE INSURANCE**

By members' choice, this institution is not federally insured.  
MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY  
ANY GOVERNMENT OR GOVERNMENT-SPONSORED AGENCY.



**EQUAL HOUSING  
OPPORTUNITY**

Rev. 10/2021

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## **MEMBERSHIP AND ACCOUNT AGREEMENT**

This Agreement is the contract of deposit, along with any other Agreements in this packet, that establishes the rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the Membership Agreement, or open or continue to use the account, you agree to these rules. You will receive a Schedule of Rates with qualifying balances, and a Fee Schedule if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Ohio and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) Summarize some laws that apply to common transactions;
- (2) Establish rules to cover transactions or events which the law does not regulate;
- (3) Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the Membership Agreement for your account or in some other document.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

### **CODE OF REGULATIONS:**

Our Code of Regulations (COR), which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the COR on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the COR. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

### **LIABILITY:**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding

the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS:**

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cut-off time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

**WITHDRAWALS:**

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules - If you do not purchase your blank checks from us, you must be certain that we approve the blank checks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time when we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not

obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts, except for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

#### **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION:**

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - An account in the name of one person.

Joint Account with Survivorship (And Not as Tenants In Common) - An account in the name of two or more persons. Each account owner intends that when they die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account with No Survivorship (As Tenants In Common) - An account owned by two or more persons, but none of the account owners intend (merely by opening this account) to create any right of survivorship in any other joint owner. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more members create this type of account, they own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

#### **BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS:**

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

#### **STOP PAYMENTS:**

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You

may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was verbal your stop payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS:**

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

**AMENDMENTS AND TERMINATION:**

We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**STATEMENTS:**

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, 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 used 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 with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries you agree to examine your statement with reasonable promptness for any other error -

such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER:**

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

**DIRECT DEPOSITS:**

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY MEMBERSHIP AGREEMENT:**

If this option is selected, this is a temporary Membership Agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS:**

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AUTHORIZED SIGNER (Business, Organization and Association Accounts Only):**

An authorized signer is merely designated to conduct transactions on behalf of the business, organization or association. We undertake no obligation to monitor transactions to determine that they are on the business, organization or association's behalf.

Authorized signer authorization may be terminated at any time. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS:**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or “restrictive legends” on every check. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than \$1,000.00.” For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

**PAYMENT ORDER OF ITEMS:**

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**FACSIMILE SIGNATURES:**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**PLEDGES:**

Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**CHECK PROCESSING:**

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING:**

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

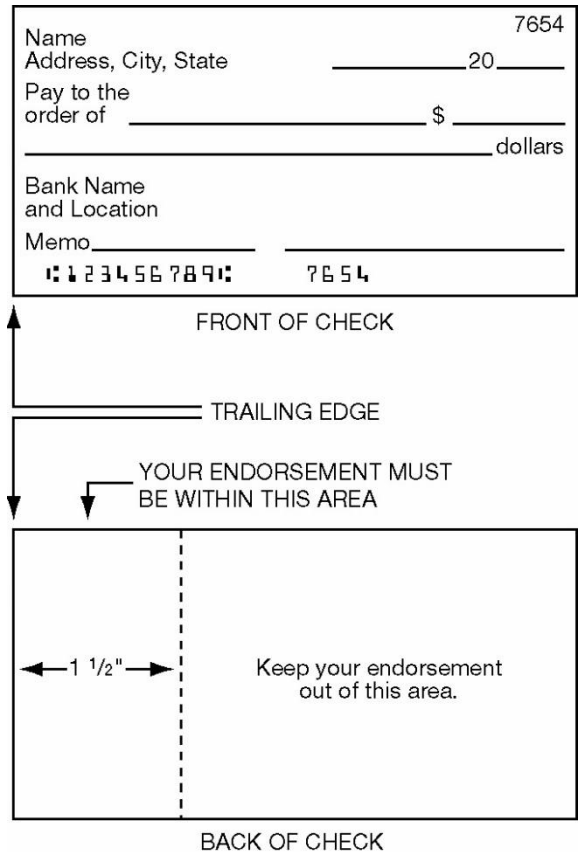
**ENDORSEMENTS:**

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver’s license number, etc.) must fall within 1 1/2” of the “trailing edge” of a check. Endorsements must be made in blue or black ink, so that they are readable.



As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2” of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE:**

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS:**

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION:**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT:**

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY:**

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**TELEPHONIC INSTRUCTIONS:**

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**CLAIM OF LOSS:**

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and Involuntary Withdrawals):**

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES:**

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, a change of address may be completed through online banking, or by completing and signing the required form, by at least one of the account holders. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Name changes are required to be done in writing. They must be accompanied by proper legal documentation as proof of the name change. You will also be required to complete and sign a Membership Agreement Change form.

**RESOLVING ACCOUNT DISPUTES:**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES:**

You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

**ACH AND WIRE TRANSFERS:**

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE**

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfers (EFT) services offered to you by Emerald Credit Union ("Credit Union"). In this Agreement, the words "you", "your," and "yours" means those who sign the membership application as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "Account" means any one (1) or more share savings, money market, and share draft account you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing the membership application for EFT services or by accessing any service, you agree to the terms and conditions of this Agreement and any amendments for the EFT services offered.

**EFT SERVICES.** The following describes the EFT services offered by the Credit Union.

- **MasterCard® Debit Card (Debit Card).** If approved, you may use your MasterCard Debit Card and personal identification number (PIN) to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover you card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan (Overdraft Advantage) in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay any overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Fee Schedule.

For all ATM type transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from your share account that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any fees to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, CIRRUS, PLUS, Alliance One and Money-Pass Networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa® or MasterCard® networks. To initiate a MasterCard® Debit transaction, you may sign a receipt, provide a card number or swipe or insert your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa® or MasterCard® network. Please refer to the Member Liability section of this Agreement for terms and conditions.

At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share or share draft accounts.
- Transfer funds from your share or share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and PIN to purchase goods or services at merchants that accept MasterCard®.
- Order goods or services by mail, online or telephone from places that accept MasterCard®.

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

The following limitations on Debit Card transactions may apply:

- There is no limitation to the number of Debit Card purchases you make per day.
- You may purchase up to a maximum of \$1000.00 per day, if there are sufficient funds in your account.
- You may make up to a maximum of \$1000.00 per day in FTD transactions, if there are sufficient funds in your account.
- You may make up to four (4) free withdrawals per month, after that a fee will be assessed. See our Fee Schedule for dollar amount of fee.
- You may withdraw up to \$500 per day, if there are sufficient funds in your account.
- You may make up to four (4) transfers per day for free, after that a fee will be assessed. See our Fee Schedule for dollar amount of fee.
- Your available account balance may be reduced for preauthorization for three (3) business days or until the transaction clears.
- For security purposes, there are other limits on frequency and the amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See the Section 8 for the transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your Debit Card on a recurring basis, it is your responsibility to notify the merchant in the event your Debit Card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your Debit Card is closed. However, if your Debit Card is replaced or Debit Card information changes, you authorize us, without obligation on our part to provide the updated Debit Card information to the merchant in order to permit the merchant to bill recurring charges your Debit Card. You authorize us to apply such recurring charges to your Debit Card until you notify us that you have revoked authorization for the charges to your Debit Card.

Your Debit Card is automatically enrolled in an information updating service. Through this service, your Debit Card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated Debit Card information to a merchant, please contact us.

- **Funds Transfer Debit (FTD).** If approved, you may use your Debit Card to conduct person to person send money transactions, through merchants such as: CashApp, Venmo, Paypal, Zelle, and Brella. Beginning on October 12, 2021, you will have a maximum limit of \$1000.00 per day for these types of transactions. This will be a separate limit to your daily point-of-sale (POS) limit.
- **Call 24 Audio Teller.** If we approve Call 24 for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time, you may use Call 24 to:
  - Request a check from your share or share draft accounts to be mailed on the next business day, to the address we have on record.
  - Transfer funds from your share and share draft accounts.
  - Obtain balance information for your share, share draft, loan, IRA, and share certificate accounts.
  - Make loan payments from your share and share draft accounts.
  - Determine if a particular item has cleared.
  - Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
  - Verify the last date and amount of your payroll or direct deposit.

Your accounts can be access under Call 24 via a touch-tone phone only at 216-581-3166. Call 24 will be available for your convenience 24 hours per day.

The following limitations on Call 24 may apply:

- There is no limit to the number of inquiries, transfers, withdrawal requests you may make in any one (1) day.
- See Section 8 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below 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 any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient 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.

- **Preauthorized EFTs.**
  - **Direct Deposit.** Upon instructions of (1) your employer, (2) the Treasury Department or (3) other financial institutions, the Credit Union will accept direct deposits of your paycheck or

federal recurring payments, such as Social Security, to your share and/or share draft accounts.

- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account. See Section 8 for transfer limitations that may apply to these transactions.
  - **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.
  - **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to paying is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
  - **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or others payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told that the transfer may be processed electronically or if you sign a written authorization.
  - **Online Banking.** If we approve Online Banking for your accounts, you will be required to create a Username and Password. You must use your Username and Password to access your accounts. At the present time, you may use Online Banking to do the following:
    - Withdraw funds from your share and share draft accounts.
    - Transfer funds from your share and share draft accounts.
    - Make loan payments from your share and share draft accounts.
    - Obtain balances information for your share, share draft, loan, IRA, and share certificate accounts.
    - Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
    - Make bill payments to third parties through Online Bill Pay, an internet bill payment service.
    - View and print copies of checks that have cleared your account.
    - Request a check to be mail to you.
    - Verify whether a check or other items have cleared your account.
    - Request stop payments on checks.
    - View and download e-statements.
    - Change your address.

Your accounts can be accessed under Online Banking via a mobile device or other approved access device(s). Online Banking will be available for your convenience 24 hours per day. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on the account. All checks will be made payable to the primary member and will be mailed to your address of record. Security protocols will be in place, such as discontinuation of service if there are numerous unsuccessful login attempts, and limits on the duration of access.

The following limitations on Online Banking transactions may apply:

- There is no limit on the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
  - The maximum withdrawal or transfer amount is \$9,999.99 per day, and no transfer or withdrawal may exceed the available funds in your account.
  - See the Section 8 - Transfer Limitation Section for transfer limitations that may apply to these transactions.
- **Mobile Banking.** If we approve Mobile Banking for your accounts, you will use the same name and Password as you do for Online Banking. You must use your Username and Password to access your accounts. At the present time, you may use Mobile Banking to:
    - Withdraw funds from your share and share draft accounts.
    - Transfers funds from your share and share draft accounts.
    - Obtain balance information from your share, share drafts, loan, IRA, and term certificate accounts.
    - Make loan payments from your share or share draft accounts.
    - Determine if a particular item has cleared.
    - Verify the last date and amount of your payroll deposit.
    - Make bill pay payments to preauthorized creditors.

Your accounts can be accessed under Mobile Banking via a mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase or required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available funds. Security protocols will be in place, such as discontinuation of service if there are numerous unsuccessful login attempts, and limits on the duration of access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, withdrawal requests you make in any one (1) day.
  - The maximum withdrawal or transfer amount is \$9,999.99 per day, and no transfer or withdrawal may exceed the available funds in your account.
  - See Section 8 for transfer limitations that may apply to these transactions.
- **Brella™.** Brella is an application owned and operated by a third party that allows you to monitor your debit card purchases and transactions. By uploading and accessing this application, you agree that you have read this Agreement and Disclosure in its entirety and will abide by the terms and conditions. The terms and conditions contained in this Agreement and Disclosure are unchanged by your use of Brella™ and will remain in effect. You can automatically receive email or text message SMS alerts 24/7 whenever a debit card purchase is made where your card is not present, such as telephone or Internet orders. This is a free mobile app that helps protect you from fraud by sending alerts when your debit card is used, so you can quickly detect unauthorized activity. You have control over which alerts to receive and when. Alerts include:
    - Purchases exceeding thresholds you set.
    - Purchases made via the Internet or over the phone.
    - Suspicious or high-risk purchases.

If you receive an alert, you can quickly take action to help prevent fraud. In addition, to this extra layer of protection, the Brella™ app also allows you to:

- Block and reactivate your debit card.
- Send money to virtually anyone.
- Locate a nearby ATM.
- Check your account balance without logging in.

- Log in with just your fingerprint.
- **Mobile Wallet.** A mobile wallet is an application owned and operated by a third party that allows you to upload and store your Emerald Credit Union Debit Card information onto your mobile device in order to facilitate payments using your mobile device without using your physical card. Examples of Mobile Wallets may include, but are not limited to, Google Pay, Apple Pay, Samsung Pay, Garmin Pay, and Fitbit Pay. By uploading your Emerald Credit Union Debit Card information, transactions you initiate will be charged against your checking account. By accessing and uploading your Debit Card information to a third-party mobile wallet application, you acknowledge and accept receipt of this Agreement and Disclosure. You furthermore agree that you have read this Agreement and Disclosure in its entirety and will abide by the terms and conditions. In addition, your use of a third-party Mobile Wallet is also governed by the terms and conditions established by the operator/provider of the applicable third-party Mobile Wallet application. The terms and conditions contained in this Agreement and Disclosures are unchanged by the use of a Mobile Wallet and will remain in effect. The following transactions include:
  - Transfer money between your accounts and to others eligible to receive funds through the Mobile Wallet.
  - Initiate transactions with merchants, online and with other third parties where the applicable Mobile Wallet is accepted.

The following limitations may apply:

- Any transaction limits for the use of your Debit Card (Checking Account) apply to any transactions initiated through a Mobile Wallet, unless its further limited by any agreement you enter into with the Third-Party Mobile Wallet provider.
- **Online Bill Pay.** We will process bill payment transfer requests for creditors you authorize, and for whom the Credit Union has the proper vendor information. We will withdraw the designated funds, if funds are available, from your checking account. We will process your bill payment transfer within a designated number of days before the date you schedule your payment. You must allow sufficient time for vendors to process your payment after the receiving a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by a vendor.

The following limitations on Online Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account. There is no limit to the number of bill payments you may request each day, as long as the combined total amount does not exceed the \$9,999.99 maximum amount.

### 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. The Card may be canceled at any time at our sole discretion with demand or notice. You cannot transfer your card or account to another person.
- **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of cash refund.
- **Security of Personnel Identification Number (PIN) or Access Codes.** The PIN or codes issued to you are for your security purposes. Any PINs or Codes issued to you are confidential and must not be disclosed to anyone or recorded on or with the Card. Credit Union employees do not have access to your PIN or Code. You are responsible for safekeeping your PINs or access codes. You agree not to disclose or otherwise make you PINs or access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PINs or access codes that authority shall continue until you



specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these PINs or access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

- **Foreign Transactions.** MasterCard® purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard®. The rate MasterCard® uses for a particular transaction is the rate applicable on the date the transaction occurred or was posted to your account. A fee of up to 1.00% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. The fees are charged except where excluded.
- **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint 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 owner.

**Fees and Charges.** There are certain fees and charges for EFT services. From time to time, the charges may change. We will notify you as required by applicable law.

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

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example: fees for both a balance inquiry and a cash withdrawal).

- **Debit Card Fees**
  - \$1.50 charge for ATM transactions after nine (9) per month.
  - We do not charge of any POS transaction at the present time.
  - Replacement card fee of \$20.00.
  - Nonsufficient funds fee of \$35.00.
  - \$35.00 fee for each ATM overdraft.
- **Call 24 Audio Teller**
  - Nonsufficient funds fee of \$35.00
  - Stop payment fee of \$35.00
- **Preauthorized EFT Fees**
  - Nonsufficient funds fee of \$35.00
- **Emerald 24/Online Banking Fees**
  - Nonsufficient funds fees of \$35.00
  - Stop payment fee of \$35.00
- **Mobile Banking Fees**
  - Nonsufficient funds fee of \$35.00
  - We do not charge of mobile banking at the present time.
- **Online Bill Pay Fees**
  - We do not charge for Check Free/Online Bill Pay at the present time.
  - Nonsufficient funds fee of \$35.00
- Mobile Wallet

- We do not charge for Mobile Wallet at the present time.

### **Member Liability.**

- **Visa® Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your PIN/access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

**TELL US AT ONCE** if you believe your card or PIN/access code has been lost or stolen, or if you believe someone has used your card or PIN/access code without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If a transaction was made with your card or card number with your permission and was either a Visa® or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card or PIN/access code. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card or PIN/access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days after you learn of the loss or theft of your card or PIN/access code, you can lose no more than \$50.00 if someone used your card or PIN/access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN/access code and we can prove we could have stopped someone from using your card or PIN/access code without your permission if you had told us, you could lose as much as \$500.00

**MasterCard® Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your PIN/access code, you are responsible for any transactions the authorized or conduct on any of your accounts. **However, TELL US AT ONCE** if you believe your card or PIN/access code has been lost or stolen, if you believe someone has used your card or PIN/access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum Overdraft Advantage line-of-credit).

You are not liable for an unauthorized MasterCard® debit card transactions if you can demonstrate that you have exercised reasonable care in protecting your card or PIN/access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or PIN/access code, you can lose no more than \$50.00 if someone used your card or PIN/access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN/access code and we can prove that we could have stopped someone from using your card or PIN/access code without your permission if you had told us, you could lose as much as \$500.00

Also, if your statement shows transfers that you did not make including those made by card, PIN, access code 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods.

If we believe your card or PIN/access code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission call:

(216) 581-5581  
(800) 867-8434

Or write to:

Emerald Credit Union  
12301 Granger Road Suite 1  
Garfield Heights, Ohio 44125  
Fax: (216) 581-5590

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **Right to Received Documentation.**

- **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal debit card transactions, audit response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a monthly statement unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- **Terminal Receipt.** You can get a receipt at the time you may any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and your do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (216) 581-5581 or (800) 834-8767. This does not apply to transactions occurring outside the United States.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested services(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**Business Days.** Our business days are Monday through Friday, excluding Holidays.

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

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or PIN/access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, PIN/access code, or any EFT facility for making such transfer.

- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you knew or should have known about the breakdown when you started the transactions.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For other questions you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exception as established.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice to deliver it for transmission to us by any other usual means. All other 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 EFT services is offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

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

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

**Billing Errors.** In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we send the first statement on which the problem appears. Call us at:

(216) 581-5581  
(800) 867-8464

Or write to:

—  
Emerald Credit Union  
13201 Granger Road Suite 1  
Garfield Heights, Ohio 44125

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

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

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

We will tell you the results within three (3) business days 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.

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

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

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

**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.

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

### **FUNDS AVAILABILITY POLICY DISCLOSURE**

This Disclosure describes your ability to withdraw funds at Emerald Credit Union. It only applies to the availability of funds in transaction accounts. i.e. share draft checking accounts. The Credit Union reserves the right to delay the availability of funds deposited to certificate accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

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

**Determining the Availability of a Deposit.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that deposit was made on the next business day we are open. Keep in mind that even after we make funds available to you, and you have withdrawn the funds, you are still responsible for the item(s) you deposit that are returned to us unpaid and for any other problems involving your deposit. The length of the delay varies depending on the type of deposit and is explained below.

**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 next business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 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 first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

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

**Special Rules For New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. The excess over \$5,525.00 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 \$5,000.00 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.

**Deposits at Nonproprietary ATMs.** Funds from any deposits (cash or checks) made at an automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

**Cash Withdrawal Limitations.** We place certain restrictions on withdrawals in cash. In general, \$2,225.00 of a deposit is available for withdrawal in cash by the first business day after the day of deposit. In addition, a total of

\$450.00 of other funds becoming available on a given day will be available for withdrawal in cash at or after the close of business that day. Any remaining funds will be available for withdrawal in cash by the following business day.

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

## TRUTH-IN-SAVINGS DISCLOSURE

### SHARE DRAFT ACCOUNT

**Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the credit union Board of Directors.

**Compounding and Crediting.** Dividends will be compounded quarterly. Dividends will be credited to your account every quarter.

**Dividend Period.** For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period. If you close your share draft account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

**Average Daily Balance Computation Method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the quarter.

**Accrual of Dividends on Noncash Deposits.** Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

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

**Fees and Charges.** A service charge fee may be charged each month. This fee will not apply if the member maintains a minimum balance in their share draft account. See current Rates and Fees Schedule for more information. Courtesy pay services are available.

### SHARE ACCOUNT

**Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the credit union Board of Directors.

**Compounding and Crediting.** Dividends will be compounded quarterly. Dividends will be credited to your account every quarter.

**Dividend Period.** For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period. If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation Method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the quarter.

**Accrual of Dividends on Noncash Deposits.** Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction Limitations.** During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

**Par Value of a Share.** The par value of a share in this account is \$5.00.

### **SPECIAL SAVINGS ACCOUNT**

**Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the credit union Board of Directors.

**Compounding and Crediting.** Dividends will be compounded quarterly. Dividends will be credited to your account every quarter.

**Dividend Period.** For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period. If you close your club account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation Method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the quarter.

**Accrual of Dividends on Noncash Deposits.** Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction Limitations.** During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

### **CHRISTMAS CLUB ACCOUNT**

**Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the credit union Board of Directors.



**Compounding and Crediting.** Dividends will be compounded quarterly. Dividends will be credited to your account every quarter.

**Dividend Period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period. If you close your Christmas club account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation Method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the quarter.

**Accrual of Dividends on Noncash Deposits.** Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction Limitations.** A fee may apply for each withdrawal made prior to November 1st of each year. During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

#### **IRA or SHARE CERTIFICATE**

**Rate Information.** See the current Rates and Fees Schedule for rate and annual percentage yield. You will be paid this rate until first maturity.

**Compounding and Crediting Frequency.** Dividends will be compounded and credited every three months.

**Dividend Period.** For this account type, the dividend period is every 3 months.

**Effect of Closing an Account.** If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum balance required to open this account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of Dividends on Noncash Deposits.** Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction Limitations.** After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

**Time Requirements.** Your account will mature at midnight of the maturity date.

### **Early Withdrawal Penalties (a Penalty may be Imposed for Withdrawals before Maturity).**

- If your account has an original maturity of one (1) year or less, the penalty we may impose will equal six (6) months dividends on the amount withdrawn.
- If your account has an original maturity of more than one (1) year, the penalty we may impose will equal twelve (12) months dividends on the amount withdrawn.

In either case, the early withdrawal penalty imposed may reduce the principal deposit made to the account. In certain circumstances, such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

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

**Automatically Renewable Account.** This account will automatically renew at maturity for the same term, but at the current annual percentage yield.

**Grace Period.** You will have a seven (7) day grace period, beginning with the date of maturity, if you wish to make changes to this account. If you wish to make changes after the seven (7) day grace period has expired, you will be subject to early withdrawal penalties.

### **COMMON FEATURES**

**Bylaw Requirements.** You must complete payment of one share in your Shares account as a condition of admission to membership.

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

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. This disclosure further explains the dividend feature of your non-term share account(s).

**Deposit Insurance.** Member accounts at this credit union are insured by American Share Insurance Company (ASI). This credit union is not federally insured. Member accounts are not guaranteed by any government or government-sponsored agency. Please refer to our Deposit Insurance Brochure for additional information.

### **UNCLAIMED FUNDS**

Unclaimed funds are funds within a checking account, or savings account, that has not had any activity initiated by the owner for a period of five years. Pursuant to Chapter 169 of the Ohio Revised Code, the credit union is required to send a notice on all accounts having a current balance of \$50.00 or more, informing each owner that their account has been deemed "unclaimed". This notice shall be sent via certified mail (return receipt requested) to the last known address of the owner as indicated in the credit union's records. Each owner must claim these funds prior to a 30-day expiration period.

Members contacting the credit union prior to the 30-day expiration regarding the "unclaimed" account will be required to complete appropriate claim forms, enabling them to receive these funds. If no contact has been made by the member after the 30 days, all unclaimed funds will be reported as unclaimed to the Director of Commerce of the State of Ohio. Members may also contact the Director of Commerce, State of Ohio directly.

For more information on special accounts such as Business Checking, please contact your Credit Union office.

# FACTS WHAT DOES EMERALD CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

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

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

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

**How?** All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Emerald Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Does Emerald Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes –</b> to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	YES	NO
<b>For our affiliates’ everyday business purposes –</b> information about your transactions and experiences	NO	We don’t share
<b>For our affiliates’ everyday business purposes –</b> information about your creditworthiness	NO	We don’t share
<b>For non-affiliates to market to you</b>	NO	We don’t share

**Questions?** Call 216-581-5581 or go to [www.emeraldgcu.com](http://www.emeraldgcu.com).



## Who we are

Who is providing this notice?	<b>Emerald Credit Union</b>
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## What we do

<b>How does Emerald Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Emerald Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ open an account</li> <li>■ deposit money</li> <li>■ pay your bills</li> <li>■ apply for a loan</li> <li>■ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Emerald Credit Union has no affiliates.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Emerald Credit Union does not share with non-affiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include credit card companies and insurance companies.</i></li> </ul>

## Other Important Information

Emerald Credit Union's Main Office is located at 13201 Granger Road, Suite 1, Garfield Heights, Ohio 44125.
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Please note the highlighted fee changes to our Fee Schedule, which are effective September 1, 2023.

<b>FEE SCHEDULE</b>	
<b>SHARE ACCOUNT FEES (SAVINGS)</b>	
Par Value	\$5.00
Inactivity Fee <i>No activity for 12 months or longer; balance under \$100.</i>	\$5.00 per month
Share Only; Low Balance Fee <i>Share Account only, no other services; balance under \$100. This fee will be waived for Youth Accounts.</i>	\$5.00 per month
Escheat Fee (Unclaimed Funds)	\$35.00
Christmas Club Early Withdrawal <i>A Christmas Club early withdrawal fee is assessed when a withdrawal for any amount is made before November 1st each year.</i>	\$5.00
Check Cashing (share balance under \$100)	\$5.00
ATM and PIN Transactions:	
ECU-Owned ATMs (with use of an ECU debit card)	Free unlimited use
First Eight (8) PIN Transactions per Month	Free
Nine (9) or More PIN Transactions per Month	\$1.50 each
Empty Envelope ATM Deposit	\$35.00
Debit Card Replacement	\$20.00
ATM Overdraft	\$35.00
Debit Card Cash Withdrawal Limit	\$500.00 per day
Debit Card Point of Sale (POS) Limit	\$1,000.00 per day
Funds Transfer Debit (FTD) Transaction Limit	\$1,000.00 per day
Account Early Closure (within 6 months)	\$5.00
Account Reinstatement (within 6 months)	\$10.00
Statement Copy	\$6.00
Paper Statement - Regular Account <i>A paper statement fee is assessed for each account receiving mailed paper statements. This fee will be waived for any account that is enrolled in eStatements, and for members ages 0-17 and ages 55 and older.</i>	\$1.00 per statement mailed
Paper Statement - Business Account <i>A paper statement fee is assessed for each business account receiving mailed paper statements. This fee will be waived for any business account that is enrolled in eStatements.</i>	\$5.00 per statement mailed
Wire Transfer (outgoing)	\$20.00
Wire Transfer (incoming)	\$5.00
IRA Transfer/Rollover (outgoing)	\$20.00
Legal Processing	\$50.00 per order
Check Copy	\$5.00 each
Money Order	\$3.00
Official Check	\$5.00
Deposited NSF Check	\$35.00
Returned Mail	\$5.00
Coin Counting Machine	5% of coin balance

SHARE DRAFT ACCOUNT FEES (CHECKING)	
Returned Item - Check, NSF, ACH, EFT - Per Presentment	\$35.00
Overdraft Advantage - Per Presentment	\$35.00
Stop Payment - Check, ACH, Revocation	\$35.00
Courtesy Pay/Overdraft Privilege	\$35.00 per item
Business Checking <i>Waived with \$5000 daily minimum balance.</i>	\$5.95 per month
Account Balancing/Research	\$25.00 per hour
ELECTRONIC SERVICES	
Online Banking/Mobile App	Free
Online Bill Payer	Free
eStatements	Free
ACH Origination Set-Up	\$35.00
Card-to-Account Transfer <i>Maximum \$1,000 per day</i>	\$4.95 per transaction
IRA/SHARE CERTIFICATE ACCOUNTS	
Early Withdrawal Penalty - 12 Month Term or Less	6 months dividends
Early Withdrawal Penalty - More than 12 Month Term	12 months dividends
VISA CREDIT CARDS	
Annual Fee	None
Late Fee (after 5-day grace period)	Up to \$35.00
Returned Payment	Up to \$35.00
Card Replacement	\$20.00
Cash Advance	\$10.00
Foreign Transaction	1.00%
LOANS	
Late Fee <i>A Late Fee is assessed after a 10-day grace period on Consumer Loans and after a 15-day grace period on Real Estate Loans.</i>	10% of payment
Loan Processing Fee <i>Consumer and Home Equity Loans only</i>	\$160.00
Returned Payment	\$35.00
Auto Title Fees	At cost
Loan Re-Application Fee <i>A Loan Re-Application Fee is assessed when re-applying for a loan within 6 months of a rejection.</i>	\$35.00
Skip-A-Pay (Non-Real Estate Loan)	\$35.00
Guaranteed Asset Protection (GAP)	\$499.00
CarFax® Vehicle History Report	\$39.99
Redeemed Repossession	\$350.00 plus storage, redemption, and administration fees
Closed Repossession Order	\$100.00
15-Year Mortgage Refinance Closing Costs	Please call for quote
20-Year Mortgage Refinance Closing Costs	Please call for quote
Home Equity Loan Closing Costs	Please call for quote



YOUR SAVINGS INSURED TO \$250,000 PER ACCOUNT  
**AMERICAN SHARE** INSURANCE  
 By members' choice, this institution is not federally insured.  
 MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY  
 ANY GOVERNMENT OR GOVERNMENT-SPONSORED AGENCY.

Rev. 08/2023  
 Effective 09/01/2023