

Important Account Information:

Disclosures & Notices

www.emeraldgcu.com

Garfield Heights Branch:	216-581-5581
Bedford Branch:	440-439-4633
Toll-Free:	800-867-8434
Call 24 Audio Response:	866-695-4388

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. 02/2017

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TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT:

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the Account 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 Account 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.

BYLAWS:

Our bylaws, 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 bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. 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 ACCOUNT AGREEMENT:

If this option is selected, this is a temporary account 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:

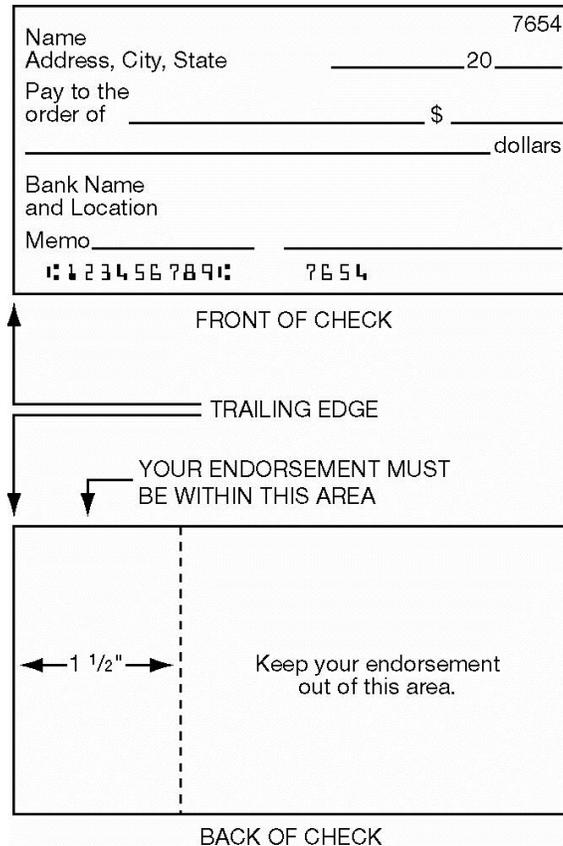
We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances 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, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. 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.

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 - YOUR RIGHTS & RESPONSIBILITIES

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

Electronic Fund Transfers Initiated By Third Parties - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your

account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

CALL-24 Telephone Transfers - You may access your account by telephone 24 hours a day at 216-581-3166 using the last 4 digits of your social security number, a touch tone phone, and your account number, to:

- transfer funds from share draft to share draft
- transfer funds from share draft to share savings
- transfer funds from share savings to share draft
- transfer funds from share savings to share savings
- get information about:
 - the account balance of share draft accounts
 - the account balance of share savings accounts

ATM Transfers - You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number, to:

- make deposits to share draft account(s)
- make deposits to share savings account(s)
- get cash withdrawals from share draft account(s)
 - you may withdraw no more than \$500.00 per day
- get cash withdrawals from share savings account(s)
 - you may withdraw no more than \$500.00 per day
- transfer funds from share savings to share draft account(s)
- transfer funds from share draft to share savings account(s)
- get information about:
 - the account balance of your share draft accounts and share savings accounts
- there is a charge of \$1.50 per deposit, withdrawal, transfer or inquiry in excess of six combined per month

Some of these services may not be available at all terminals.

Types of ATM Card Point-of-Sale Transactions - You may access your share draft or share savings account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Point-of-Sale Transactions - Dollar Limitations and Charges - Using your card:

- you may not exceed \$1,000.00 in transactions per day
- the charge to use your card is \$1.50 per transaction in excess of six per month, when your PIN is entered

Types of Debit Card Point-of-Sale Transactions - You may access your share draft account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - Dollar Limitations and Charges - Using your card:

- you may not exceed \$1,000.00 in transactions per day
- the charge for your card (whether or not the card is used in the period) is \$1.50 per transaction in excess of six per month, when your PIN is entered

Currency Conversion and Cross-Border Transaction Fees - If you effect a transaction with your debit card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .8%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Advisory Against Illegal Use - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Emerald-24 Online Banking

All terms and conditions of your original Membership Agreement apply to Emerald-24 internet access. The functions and limitations of Emerald-24 may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

You authorize us to obtain any information deemed necessary to process your request for access to Emerald-24. To qualify for access to Emerald-24, you must be a Credit Union member in good standing. Emerald-24 may not be accessible to Business and Organizational accounts. Other conditions may apply.

Enrolling for Emerald-24 - You will create your own personalized Logon ID and Security Code. You accept responsibility for periodically changing your Logon ID and protecting the integrity of your Logon ID to guard against unauthorized transactions and account access. Granting access to your account via Emerald-24 to any non-owner will make you financially liable for all losses or misuse of your account(s).

- 1. Emerald-24** - You may reach Emerald-24 at www.emeraldgcu.com seven days a week, 24 hours a day, 365 days a year, although some or all of the Emerald-24 services may not be available occasionally due to emergency or scheduled system maintenance. You may perform the following transactions on all accounts to which you are authorized and have been given access to:
 - Obtain balances and other account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans. Emerald-24 may NOT support information regarding Visa credit card accounts.
 - Make transfers between share/savings, draft/checking, and loan accounts.
 - Review share/savings, draft/checking, certificate and loan history.
 - Make transfers from your share accounts to other share accounts to which you share an association.
 - View your check copies.

2. Fees for Emerald-24 - Currently there is no monthly service fee for using Emerald-24; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will

notify you as soon as practicable. If at that time, you choose to discontinue using Emerald-24, you must notify us in writing.

3. Transactions That Are Not Completed - If we fail to complete a transfer to or from your designated account(s) on time, in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. This agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken.
- You have reported an unauthorized use of your Logon ID and Security Code or reported it as stolen.
- If your account is closed, frozen or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of overdraft protection/courtesy pay.
- If any part of the Emerald-24 is not working properly and you knew about the problem when you started the transactions.
- There may be other exceptions as provided by applicable law.

4. Pre-Authorized Payments - You may not use Emerald-24 to enter into pre-authorized payment arrangements.

5. Our Rules and Regulations and Other Agreements - Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

6. Terminating This Agreement - You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your Logon ID. We can also terminate this Agreement and revoke access to Emerald-24 at any time. Whether you terminate the Agreement or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated.

7. Governing Law - This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of Ohio. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Fees

We do not charge fees for direct deposits to any type of account. We do not charge fees for preauthorized withdrawals from any type of account unless a negative balance occurs. Except as indicated elsewhere, we do not charge fees for these electronic fund transfers.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation

- **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 24 hours a day at (216) 581-3166 to find out whether or not the deposit has been made.
- **Periodic Statements.** You will get a monthly account statement from us for your share draft accounts. You will get a quarterly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least annually.

Preauthorized Payments

- **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you a \$35.00 fee for each stop-payment order you give.

- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability for Failure to Make Transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

Confidentiality

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

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

Unauthorized Transfers

Consumer Liability - Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

Additional Limits on Liability for Debit Card, when Used for Point-of-Sale Transactions - You will not be liable for any unauthorized transactions using your debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

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

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we

ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

EMERALD CREDIT UNION
ATM DEPARTMENT
13201 GRANGER ROAD, SUITE 1
GARFIELD HEIGHTS, OH 44125

Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 216-581-5581
Toll-Free: 800-834-8767
www.emeraldgcu.com

More detailed information is available upon request.

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to "transaction" accounts and share savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Longer Delays May Apply

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

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

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

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

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

Deposits at Automated Teller Machines (ATMs)

Funds from any deposits (cash or checks) made at an automated teller machine (ATM) will not be available until the second business day after the day of your deposit.

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.

Fresh Start 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 and a minimum deposit of \$25.00 into the account. 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 monthly fee will be charged. See current Rates and Fees Schedule for more information. Overdraft Privilege is available; Courtesy Pay is not 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.

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 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.

Money Market 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 money market account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirements - The minimum balance required to open this account is \$2,000.00. You must maintain a minimum average daily balance of \$2,000.00 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 - The minimum amount you may withdraw is \$500.00 per withdrawal. A fee may apply for withdrawals made for less than \$500.00. There is a maximum of five withdrawals per quarter. A fee may apply for each withdrawal after the maximum is reached. 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 year or less, the penalty we may impose will equal six months dividends on the amount withdrawn.
- If your account has an original maturity of more than one year, the penalty we may impose will equal twelve months dividends on the amount withdrawn.

In either case, the early withdrawal penalty imposed will not 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 thirty 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 Christmas Club Accounts or 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?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes – to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates’ everyday business purposes – information about your transactions and experiences	NO	We don’t share
For our affiliates’ everyday business purposes – information about your creditworthiness	NO	We don’t share
For non-affiliates to market to you	NO	We don’t share

Questions? Call 216-581-5581 or go to www.emeraldgcu.com.



Who we are

Who is providing this notice?	Emerald Credit Union
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What we do

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

Definitions

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

Other Important Information

Emerald Credit Union's Main Office is located at 13201 Granger Road, Suite 1, Garfield Heights, Ohio 44125.



Please note the highlighted fee changes to our Fee Schedule, which are effective March 1, 2017

FEE SCHEDULE	
SHARE ACCOUNT FEES (SAVINGS)	
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 <i>Share only, no other services; balance under \$100.</i>	\$5.00 per month
Escheat Fee (Unclaimed Funds)	\$35.00
Manual ACH Overdraft Transfer <i>A manual ACH overdraft transfer fee is assessed when funds are transferred from any account other than a regular Share account to pay an overdraft created by an ACH or share draft withdrawal.</i>	\$20.00
Money Market Excess Withdrawal <i>A Money Market excess withdrawal fee will be assessed for six (6) or more withdrawals within one quarter.</i>	\$10.00 each
Money Market Insufficient Withdrawal <i>An insufficient withdrawal fee is assessed when a withdrawal is made from a Money Market for less than \$500.</i>	\$10.00
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 Four (4) PIN Transactions per Month	Free
Five (5) 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 Cash Withdrawal Limit - Fresh Start Checking	\$60.00 per day
Debit Card POS 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	\$1.50
Official Check	\$3.00
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	\$35.00
Stop Payment - Check, ACH, Revocation	\$35.00
Courtesy Pay/Overdraft Privilege	\$35.00 per item
Fresh Start Checking	\$20.00 per month
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	Free
Online Bill Payer	Free
eStatements	Free
Account to Account Transfer	\$4.00
Pop Money/Person to Person Transfer	\$0.50
ACH Origination Set-Up	\$35.00
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 Loans</i>	\$110.00
Returned Payment	\$35.00
Auto Title Fees	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
Guaranteed Auto Protection (GAP)	\$499.00
CarFax® Vehicle History Report	\$27.99
Line of Credit Advance (Non-Real Estate Loan) <i>For advances less than \$200.</i>	\$10.00
Skip-A-Pay (Non-Real Estate Loan)	\$35.00
Redeemed Repossession	\$350.00 plus storage, redemption and administration fees
Closed Repossession Order	\$100.00
Home Equity Closing Costs - Less than \$50,000	\$425.00
Home Equity Closing Costs - \$50,000 or More	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 02/2017
 Effective 03/2017