

Checking Account Information

Share Account Number _____

Name _____

Social Security Number ____ - ____ - ____

Name (if joint account) _____

Social Security Number ____ - ____ - ____

Beginning Check Number _____

Checking Account Agreement

By reading and signing below you agree to the following terms.

I/We hereby authorize the Emergency Responders Credit Union to establish a special account from me/us to be known as a "checking account". The Credit Union is authorized to pay checks signed by me (or by any of us) and to charge all such payments against the Checking Account. Initial share drafts will be printed with the information on my membership account card, unless other address stated here: _____

IT IS AGREED:

(a) only checking account blanks and other methods approved by the Credit Union may be used to withdraw funds from this checking account.

(b) the Credit Union is under no obligation to pay a check which exceeds the fully paid and collected balance of the Checking Account. However, if any of the undersigned writes a check that would exceed such balance and result in this Account being overdrawn, the Credit Union may:

- (1) Treat such check as a request to the Credit Union for an advance from the loan account, plus a service charge, identified below sufficient to permit the Credit Union to pay the check and credit the loan advance of the Account; or
- (2) If none of the undersigned is then eligible to receive a loan advance as provided above, the Credit Union may, nevertheless, pay such check and transfer shares to this Account in the amount of the resulting overdraft, plus a service charge, from any regular share account from which any of the undersigned is then eligible to withdraw shares.

(c) except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.

(d) any objection respecting any item shown on a monthly statement of the Checking Account shall be waived unless made in writing to the Credit Union on or before the Twentieth day following the day the statement is mailed.

(e) all non-cash payments received on shares in the Checking Account will be credited subject to final payment.

(f) the Checking Account shall be subject to service charges and such other terms, conditions, and requirements as the Credit Union may establish from time to time.

(g) if signed by more than one person, this agreement is subject to the additional terms and conditions for any joint share account agreement that applies to a share account in our joint names; or, if there is no such agreement, this agreement is subject to the additional terms and conditions printed on this application.

(h) the Credit Union is hereby authorized to recognize any of the signatures subscribed below in the payment of funds or transaction of any business for this account. The joint owners of this account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of the said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and the subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor(s) shall be valid and discharge the Credit Union from any liability for such payments.

(i) none of said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans.

(j) This account is subject to the Credit Union's right to require advance notice of withdrawal, as provided in it bylaws.

(k) When paid, checks become the property of the Credit Union and will not be returned with the periodic statement of this Account or otherwise.

(l) The Credit Union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the draft.

(m) the right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to the Credit Union which shall not affect transactions theretofore made; and

(n) in the event this Credit Union should issue a credit card to facilitate the use of any or all its programs the signatures below indicate my/our request for issuance of such credit card. I/We understand that such a card would be for the purpose of identification and to facilitate savings transactions or borrowing transaction or both

Signature _____

Date _____

Signature _____
(if joint account)

Date _____

OVERDRAFT PROTECTION

In the event of an overdraft of my/our Checking Account, I/We select the following options, in order of preference noted, as to the manner in which the Credit Union may pay such check(s) subject to the Credit Union's Checking Account Agreement. Please rank in order of preference for overdraft protection (for example #1 and #2), or elect NOT to apply at this time.

_____ Transfer shares needed to cover the check(s) from my/our share account # _____

Owner: _____ / _____ / _____
 Printed Name Signature Date
 Co-Owner: _____ / _____ / _____
 Printed Name Signature Date

_____ Advance from an approved Overdraft Protection Loan, sufficient to cover the check(s). The maximum amount of an Overdraft Protection Loan is \$1000.00.**The credit union reserves the right to cancel, or change this limit based on regular policies set forth and adopted by it's Board of Directors. By signing below, you are applying for an "overdraft protection loan" and said loan becomes a part of the loanliner agreement, condition and terms**

Owner: _____ / _____ / _____
 Printed Name Signature Date
 Co-Owner: _____ / _____ / _____
 Printed Name Signature Date

_____ I/We elect **NOT** to apply for an Overdraft Protection at this time. I have read the information above and understand that check(s) overdrawing my/our account that are not paid by one of the options described and approved will be returned unpaid. I further understand that the number of transfers may be limited.

Owner: _____ / _____ / _____
 Printed Name Signature Date
 Co-Owner: _____ / _____ / _____
 Printed Name Signature Date

FOR OVERDRAFT PROTECTION LOAN (IF ELECTED AND QUALIFY)

APPROVED FOR THE AMOUNT OF \$ _____
 LN OFFICER'S SIGNATURE _____ DATE _____

DISAPPROVED _____ REASON _____ DATE _____
 LN OFFICER'S SIGNATURE _____

Member Transaction Policies
Emergency Responders Credit Union
TRUTH-IN-SAVINGS
CHECKING ACCOUNT
POLICY STATEMENT

1. General Information - This is an ordinary checking account. A minimum deposit of \$100 is required to open the account. There are no service charges if the Checking Account balance is maintained at \$100, or when the member uses direct deposit (via payroll deduction/ACH or consistent payroll checks where direct deposit is not offered), in the account. If the balance falls below \$100 during the month, a \$10.00 charge is levied against the account. The dividend rate is 0.05% at this time. There will be a \$50 minimum deposit and NO per month \$10.00 charge if this is a student account (AGES 15-18).

Nominal dividend rate 0.05% Annual percentage yield 0.05%

You will be using carbon checks which create a duplicate of each check you write for YOUR records. Therefore, YOUR canceled checks will not be returned to you. You will receive a monthly statement listing all transactions, including the number and amount of each check. Microfilmed copies are made and stored for several years. Individual photo copies are available to you if you require them, for a fee. The credit union will not provide general payroll cashing or check cashing services to members who do not have a checking account.

2. Eligibility - Any member (age 15 and older) in good standing may open a checking account. If the account is joint, each joint owner must sign the Application and Agreement. The credit union reserves the right to reject any applicant not in good standing.

3. Deposits/Funds Availability - Deposits may be made across the counter, by mail, by payroll deduction, direct deposit or a night depository is available. In some cases, the credit union may delay YOUR ability to withdraw funds immediately at which time the funds would be available by the 7th business day after the deposit. Out-of-state checks would be available 14 days after the deposit.

4. Overdraft Protection - Provided through two methods. One is through an automatic transfer from designated savings accounts. **By signing the Application and Agreement, you hereby agree to allow direct deposit of protected funds to be used to cover overdrafts on your account.** The other is by transfer from an approved overdraft loan. These transfers are made for the exact amount needed. There is a fee charged for each transfer or credit access. You are limited to 6 transfers each month in accordance with Federal Regulation "D".

5. Cost and choice of drafts - A small number of counter checks are provided free. The member is responsible for purchase of their checks. Consult the brochure for styles and pricing.

6. Fees

- *Non-sufficient funds \$30.00
- *Stop payment orders \$25.00
- *Check copies (each) \$ 5.00
- *Statement or history copy (each) \$ 4.00
- *Deposited checks returned \$35.00
- *Transfer/overdraft protection \$ 2.00
- *Statement Reconciliation (per hour) \$20.00
- *Closing of account \$10.00
- *Excess on-line banking sessions (30+) \$ 0.50
- *Excess ATM use (10+) per month \$ 1.00
- *Wire transfers \$14.00
- *Third Party Checks \$ 5.00

Note: All charges for fees will be deducted from YOUR checking or regular share account. Fees are subject to change without notice.

7. How to Open a Checking Account - Complete and sign the Application and Agreement. Indicate by checking the appropriate box with the appropriate signatures if the account is individual or joint. Each owner MUST sign the agreement.

Application and Agreement are accepted with a minimum deposit of \$100, unless it is a student checking account between ages 15-18, then the minimum deposit is \$50. We encourage members to provide direct deposit of net pay or payroll deduction for regular deposits. If subsequent deposits are made through payroll deduction, you will need to sign an authorization card. If net deposit from employer, it is helpful if you bring an authorization form from YOUR employer payroll department.

Review the brochure of available checks and designs and make YOUR selection. YOUR checking account is now open and a start-up supply of checks is provided.

8. Other Information - YOUR checking account may be CLOSED if three or more overdrafts occur within a 90 day period that are not covered by a share transfer agreement or overdraft agreement transfer.

The checking account is subject to fees and such terms and conditions published by the credit union.

You may place a stop payment on a check(s) you've written prior to the check being presented for payment.

Statements will be mailed via US Mail to the member's home address or through e-statements with being enrolled for internet banking.

Errors in YOUR statement.... if no errors are reported to the credit union within 20 days from the statement date, YOUR statement will be considered to be correct. In accordance with the Federal Reserve Regulation CC and other Federal and State Regulations pertaining to the printing of checks, the member agrees to hold the Emergency Responders Credit Union harmless for problems which may occur as a result of a member ordering checks from a supplier not endorsed by this credit union.

If you have any questions, please contact a member of the credit union staff.

Full Service Checking is defined for the 1/2% loan rate reduction is as follows:

*Direct Deposit that would pay the loan payment(s)... (direct deposit via payroll deduction/ACH or consistent payroll checks where direct deposit is not offered)
E-Statements, & Debit Card*

WIRE TRANSFERS

Members who wish to avail themselves of wire transfer services are required to complete and sign a "Wire Transfer Funds Agreement", every time, before a wire transfer request will be processed by the credit union staff. Member wire transfer requests may be made by mail or facsimile and must be for the member requesting the wire transfer. These requests will be subject to additional due diligence verification procedures that will include, at a minimum, calling back the member at the telephone number of record and verification of the member's signature by comparing their signature to current credit union documents. Additional supporting identification procedures may include asking the member specific questions about his or her account that typically others could not answer along with a call-back to the member at the phone number of record to verify the request.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS from your account or if you need more information about a transfer on the statement or receipt:

Telephone or write (or contact us in person) this credit union at the address/telephone in this disclosure with the error in question within 20 days after the FIRST statement on which the problem appeared was mailed.

1. Tell us your name and account numbers affected
2. Describe the error or transaction in question, and explain to us 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 questions in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you. We will correct any error promptly. If we need more time; however, we may take up to 45 days to investigate. If we decide to do this, we will re-credit your account within 10 business days for the amount in question, so that you will have use of the money during the remaining investigation time. 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 re-credit your account. If we decide there was not an error, we will send you a written explanation within 3 business days. If it was not an error and monies were re-credited to your account, you will have 10 business days to settle the amount. You may ask for copies of the documents that we used in our investigation. **BUSINESS DAYS:** The Emergency Responders Credit Union's business days are Monday through Friday, Holidays not included.

eZ Deposit Program

The eZ Deposit program allows members to deposit checks to their member accounts by scanning a check for deposit in the credit union. The deposit can be made in a savings account, checking account, or to make a loan payment. The deposit can **ONLY** be made to **ONE** members account and **ONE** type of account. **Members must have an established account with the credit union for period of six months to be APPROVED by staff to use the eZ Deposit system.**

Any checked scanned and delivered for eZ Deposit through the iBranch must be readable by electronic credit union software. Some checks may not meet these standards. Checks that meet the digital standards and the following deposit rules will be available to the members under our Funds Availability Policy.

Checks that do not scan properly for deposit or violate these rules will not be credited to your account. Do Not Destroy checks that are scanned until they are credited to your account and have met the eZ Deposit standards and rules.

eZ Deposits Rules

- a. Is properly endorsed on the back of the check (actual member endorsement or "Credited to the account of the within named payee")
- b. Does not have a Conditional/Restrictive endorsement obligating the credit union to events other than "to be signed in the presence of the teller" or "for Deposit only" or similar wording.
- c. Is not a third party item (A check written by one person, payable to a second person and endorsed by a third person will not be accepted.)
- d. Is payable to the member or joint owner
- e. Is signed by the maker
- f. Has a current date (less than 6 months old unless otherwise stated on the item)
- g. Is not postdated
- h. Has a routing and transit number encoded in the MICR line
- i. Check has not been noticeably altered
- j. Is payable in US funds and drawn on a financial institution located in the US
- k. Is not written in pencil
- l. Is not a collection item
- m. Is not an insurance draft or other check requiring special handling.
- n. Is not drawn on the member's account or joint account at the same financial institution to which the deposit or payment is being made
- o. Jointly payable income tax refund checks will be accepted only if both parties have endorsed the check **and are joint owners on the account.**
- p. The item has not been previously returned
- q. Temporary and/or Courtesy checks are not acceptable
- r. Money Orders are not acceptable

NON-ACTIVITY FEE FOR MASTER SHARE ACCOUNTS

ERCU has a par share value of \$25.00 for Master Share Accounts (sub account 99). If a member makes a transaction that brings their account below \$25.00, they will have 30 days to make deposits or transfers to bring their account to the par share value. No services will be offered to a member whose account is below

par share value. Closing of the account will forfeit membership in the credit union.

The Master Share Account may be taken below par share value for a non-activity fee (\$10) or a mail locator fee (\$5). The member will have three months to initiate a transaction (deposit or transfer) to bring the Master Share Account back to par share value. Failure by the member to bring their account to par share value will result in the remaining balance to be absorbed by the credit union as a non-activity fee. The account will be closed and membership forfeited.

The non-activity fee will be accessed from the Master Share Account when a member, more than 18 years old, has no other open sub-accounts, with the sub accounts having been closed for more than one year, and the Master Share Account has had no member based activity for one year with a balance below \$75.

Once an account below \$25 has been closed the owner of the account may open a new Master Share Account but must be assigned a new number. Closed Master Share Accounts will not be re-assigned for any reason. 7

DEBIT/CHECK CARD POLICY

Debit/Check Card

Debit/Check cards are an extension of our checking account program. These cards are provided for competitive purposes, to entice new accounts, and to create income for the credit union. Unlike the traditional paper check and ATM card, these Debit/Check Cards may provide the credit union with income generated through the member's daily transactions.

Debit/Check Cards provide members direct access to their accounts. A "positive balance file" with an appropriate line of credit, if approved, or authorized savings transfer creates electronic fund balances for the members use.

Debit/Check Cards are only issued to members with an active checking account. We reserve the right to not issue a Debit/Check card at our discretion based on past or present history with the credit union.

CANCELLATION: ERCU may cancel a member's right to use the DEBIT/CHECK Card at any time and without cause. We will mail the member written notice of cancellation to the member's last known address. The member may cancel the DEBIT/CHECK card at any time by writing to the address in this disclosure, calling this office or in person. If a transaction was made before the member contacts us the member will be responsible for the transaction and all disclosures in this agreement are in effect.

ATTORNEY FEES AND COLLECTION COSTS: If the member fails to meet their obligation for any transaction using the Debit/Check card, they agree to pay all collection costs, including reasonable attorneys' fees if taken to small claims court for negligence in bringing the draft account to a positive balance.

ERCU LIABILITY: ERCU will accept liability only when we fail to transfer to or from the members account on time (when member has us prior permission and funds are there) and /or make a deposit incorrectly that the member has timely made. We will not be liable in instances such as:

1. Circumstances beyond ERCU's control (such as fire, flood, and power outage) that prevent daily work transactions.
2. If a transfer or payment would violate a provision of this or any other agreement between member and ERCU.
3. If funds in the members account are subject to garnishment, lien or other legal process or due to member default to ERCU, we exercise our set off right or other legal rights against funds in members account.
4. If member account has been cancelled for any reason.

Limitations

The maximum number of transactions per day is nine (9), five (5) of which may be an ATM transaction.

The maximum ATM machine withdrawal limit for any member is \$300 per day and \$750 per day POS (Point-of-Sale) purchases.

Fees

1. Annual fee..... \$10.00
2. Re-issue fee..... \$ 5.00
3. Re-issue of blocked card..... \$25.00
4. A 1.0 % VISA foreign currency conversion fee
5. An 3.0% foreign transaction fee
6. Bank cash advance fee of 4.0%, with a \$10 minimum fee

All other fees, charges, and schedules associated with checking accounts apply.

TELL US AT ONCE, if you believe your card or pin number has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. If after the credit union business hours, you may call 1-833-933-1681 and they will be glad to assist you. If you believe that your Debit/Check card could/may have been compromised for any reason then we will automatically reissue you a new debit/check card replacement and cancel the old card.

Also if your statement shows transfers that you did not make, including those made by card, code, or other means, TELL US AT ONCE. You must call or write to us if you believe a transfer has been made using the information from your check without your permission.

Telephoning is the quickest way to notify us. You may telephone us at 336-723-0619, or write us: ERCU, 1777 Link Road, Winston-Salem, N.C. 27103. You could lose all monies in your account if the card is lost or stolen and you did not protect your pin number (such as writing on back of card or giving the pin number to someone else. **YOU ARE RESPONSIBLE FOR THE SAFEKEEPING OF YOUR DEBIT/CHECK CARD AND FOR THE SECURITY OF YOUR PIN NUMBER.** You will NOT permit others to use either. If you permit anyone to access any account by use of this card or PIN, you will be responsible for their actions.

If you believe the card is lost, stolen, or unauthorized transactions have occurred, you need to tell us as quickly as possible. If you have fraudulent transactions on your account then notify us immediately. You will be responsible for the first \$50 dollars and we will not file any disputes under \$100 for signature based charge backs. You will need to file a police report to furnish us and come in and fill out appropriate paperwork in order for us to file chargeback disputes if applicable to your situation. We will give you immediate credit back for the transactions involved except for the first \$50. We reserve the right to not file the chargeback dispute or disputes if we receive conflicting information concerning the circumstances of the transactions and you may be responsible for the full amount of the loss incurred on your debit/check card.

You cannot place a stop payment on a debit /check card transaction once the charge has been approved. The transaction must post to your account and then you may call or contact the merchant involved to try to get your monies back.

DOCUMENTATION: You can get a receipt at the time you make an ATM transaction. You will receive a monthly statement.

By requesting and using your ERCU DEBIT card, you agree to all of the terms and conditions set forth above, and other fees, charges, and schedules associated with checking accounts.

You and anyone that is authorized to use the card jointly agree on all terms.

Member Signature

Date

Joint Owner Signature

Date

Automatic Clearing House (ACH) Policy

The ACH system allows members to automatically receive and send funds from or to other institutions. The receipt (credit) of an ACH is available to all members for deposit to their account(s). The ability to send (debit) funds from an account is limited to checking account holders, or members who receive regular electronic payments to their account.

In order to place a stop payment on an ACH item, the item must have already posted to your account at least once. This creates the proper information needed for a stop payment. You must sign an ACH Stop Payment Request form. Said form expires in 180 days. A stop payment authorization must be in place three (3) days PRIOR to the settlement date. You must also stop the ACH authorization with the merchant **in writing** to stop further ACH activity from them. It is your responsibility to monitor your account for unauthorized transactions. If there is an unauthorized ACH transaction on your account, you will need to sign a "Written Statement Under Penalty of Perjury" form the return of an item.

The credit union uses the Federal "Green Book" procedures for ACH payments and collections.

All other fees, charges, and schedules associated with checking accounts apply.

Shared Branching

Shared Branching is a network that credit unions all over the country can share facilities to give members convenient locations to perform transactions as if they were at their home credit union.

Any member in good standing with the credit union can use shared branching. Anywhere you see the swirl you can conduct a range of transactions, such as:

- Deposits
- Withdrawals
- Loan Payments
- Make transfers between accounts

To take advantage of this service, when a member enters a branch they need to bring:

- The credit union's name
- Their account number
- Valid government-issued photo identification, i.e., State Driver's License, or U.S. Passport

**May not be available at all outlets and locations.*

ERCU VISA CHECK CARD APPLICATION AND AGREEMENT

In this agreement and disclosure statement (agreement), the words "you" and "your" mean each and all of those who agree to be bound by the agreement; "card" means the visa check card and any duplicates, renewals or substitutions the credit union issues to you. "Account" means the checking account designated on the request/application for your card. "Credit union" means the Emergency Responders Credit Union or anyone to whom the credit union transfers this agreement. "Transaction" means use of the card or the account number on the card and personal ID number or code "PIN" when required to perform a transaction with the card.

1. **ISSUANCE OF CARD:** You have requested the credit union to issue a card that can be used to access funds in your account. The credit union will issue or you will choose a PIN that must be used with the card for transactions that require a PIN. You agree to pay a \$10 annual fee when you are granted a card and you agree to this annual fee being charged to your account each year on the anniversary month that your card was issued. You also agree to a \$5 re-issue fee.
2. **RESPONSIBILITY FOR TRANSACTIONS:** You are responsible for ALL transactions you make with the card or that you authorize another person to make with the card. If the account is joint, all transactions involving the account are binding on all account holders. Section 10 explains your responsibility for unauthorized transactions.
3. **USE OF THE CARD:** You may use the card without the PIN to purchase goods and services where the VISA card is accepted. These transactions are known as "Point of Sale" or POS. You may also receive a cash advance at ATM terminals with the VISA logo displayed but each transaction will be charged to your account on the date that the transaction posted to your account. Use of card is subject to the terms and conditions of your account. Any future changes to your account may affect your use of the card.
4. **OVERDRAFT PROTECTION:** You understand that overdraft protection on your account is limited to the availability of funds on deposit in your checking, shares and overdraft loan account that you have previously authorized the credit union to disburse.
5. **LIMITATIONS ON DOLLAR AMOUNTS, FREQUENCY OF TRANSACTIONS:** You may complete a maximum of 9(nine) per day, which only 5(five) may be ATM withdrawals. You may not exceed either of these limits. The availability of funds or other related factors may also affect these limits.
6. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:** You will receive a receipt at the time you make a withdrawal from your account using an ATM, merchant or POS terminal. It is YOUR responsibility to retain receipts you have received at the time of the transaction using your card. It is important you balance these receipts against your monthly statement for any errors or improper transactions.
7. **DISCLOSURE OF ACCOUNT INFORMATION 3RD PARTIES:** The credit union will disclose information to 3rd parties about your account transactions that you make; when it is necessary for completing transactions; in order to verify the existence and condition of your account for a 3rd party such as a credit bureau or merchant. In order to comply with government agencies or court orders; or given permission from the account holder.
8. **LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** You are required to tell the credit union IMMEDIATELY once you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account, plus any

monies associated with your account. If you tell the credit union within 2(two) business days, you can lose no more than \$50(fifty), if someone used your card without permission. If you do not contact the credit union within 2(two) business days after the loss or theft occurred on your account/card, and the credit union can prove that "block" could have been placed on your card, you could be liable to lose as much as \$500. Also, if your statement is incorrect and you do not contact the credit union within 60(sixty) days after the statement mail date, you may not receive any money back. *NOTIFY THE CREDIT UNION IMMEDIATELY IF YOUR CARD HAS BEEN LOST OR STOLEN. 336-723-0619*

9. **MERCHANT DISPUTE:** The credit union is not responsible for the refusal of any merchant or any financial institution to honor your card.
10. **CREDIT UNION LIABILITY:** If the credit union does not complete the transaction on your account in time, for the correct amount according to the credit union's agreement with you, the credit union will be liable for losses or damages you are able to prove, however, there are exceptions. The credit union will not be liable under the following circumstances: a) If, through no fault of the credit union you do not have enough funds in your account to make a withdrawal; b) IF the ATM where you are making the transaction does not have enough cash; c) If the terminal or system was not working properly and you knew about the machine breakdown before beginning your transaction; d) If the circumstances beyond our control(such as fire, flood or other acts of God) prevent the transaction, despite reasonable precautions that we have taken; e) If your account is subject to legal process or other claim; f) If you use damaged, expired card and/or PIN or one that has been reported lost/stolen; g) If the credit union believes that something is wrong, example your card being stolen; h) As otherwise provided in regulations of board of governors of the federal reserve system; i) For preauthorized transactions, if through no fault to the credit union, the payment information for a preauthorized transfer is not received.
11. **RULES OF THE ACCOUNT:** Transactions covered by the agreement are also subject to all rules and agreements that govern the account being debited or credited in connection with a transaction, except as modified by this agreement.
12. **FOREIGN TRANSACTIONS:** Transactions that are initiated in foreign countries and foreign currencies will be charged to your account in US dollars. The conversion rate to dollars will be at wholesale market rate of the government mandated rate, whichever is applicable, in effect 1(one) day prior to the processing date; increase by 1(one) percent.
13. **EFFECT OF AGREEMENT:** Even though the sales, cash advance, or other slips that you sign or receive when using the card account number on the card may contain different terms, this agreement is the sole agreement that applies to all transactions involving the card.
14. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** The credit union may, from time to time, offer additional services to your account. Some may be no additional cost to you and others may involve a specific fee. You understand that the credit union is not obligated to offer such services and may withdraw/change them at any time.
15. **CHANGE IN TERMS:** The credit union may amend this agreement from time to time by giving you written notice. If a change results in greater cost or liability to you or decreases access to your account, you will be given at least 21(twenty-one) days' notice of the change.
16. **TERMINATION OF ACCOUNT:** The credit union reserves the right to cancel your card at any time without notice. You may also cancel your card at any time. The card remains the property of the

credit union; if it is canceled by either you or the credit union you agree to return the card to the credit union.

17. **NO WAIVER:** The credit union can delay enforcing any of its rights under agreement and the law, any number of times, without losing those rights.
18. **STATEMENTS AND NOTICES:** Statements and notices will be mailed to you at the most recent address you have given the credit union. Notices sent to any joint account owner will be considered notice to all.
19. **GENERAL:** To the extent permitted by law, you agree to pay reasonable costs including attorney fees in the event the credit union sues you to enforce this agreement. This agreement is binding upon your heirs, personal representatives and successors and if more than one jointly and severally.
20. **SIGNATURE:** By signing in the signature area of the application/request form, or by using the card, you agree to the terms of this agreement. *RETAIN THIS DISCLOSURE FOR YOUR RECORDS*.

Account #: _____ PIN: _____

Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

***BILLING RIGHTS NOTICE:** In case of errors or questions about your card, please contact us at 336-723-0619 or write to Emergency Responders Credit Union 1777 Link Rd. Winston Salem, NC 27103. If you think your statement or receipt is wrong or if you need more information about a transaction, please contact us. We must hear from you no later than 60(sixty) days after we send out the first statement on which the error occurred. We must know: 1) Your name and account number 2) Description of the error or the transaction you are unsure about and explanation about why you believe it is an error 3) The dollar amount of the transaction. If you relay this information orally, we may require it to be written form within 10(ten) business days. We will tell you the results of our investigation within 10(ten) business days or 20(twenty) business days for POS and out of the country transactions and we will correct any error promptly. However, if we need more time for investigation, we may take up to 45(forty-five) days and 90(ninety) days for POS transactions or out of the country transactions. If we decide to, we will recredit your account 10(ten) business days or 20(twenty) business days for POS transactions and out of the country transactions, for the amount you think is in error so that you will have money while we investigate. If we ask, you may put your complaint or question in writing and if we do not receive it within 10(ten) business days we may not recredit your account. If we conclude our investigation and feel there was no error, we will send you a written explanation within 3(three) business days after finalizing investigation. Copies of the documents used during our investigation will be available at your request.