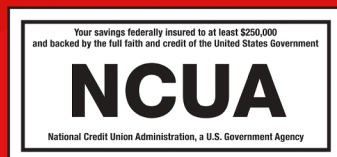


# GHS

■ FEDERAL CREDIT UNION ■

## WELCOME

*New Member Disclosures*





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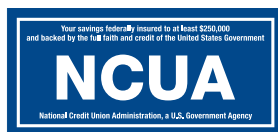
### **USA PATRIOT ACT**

(Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001)

In order to comply with the USA PATRIOT Act; effective October 1, 2003, Federal Law requires GHS Federal Credit Union and all financial institutions to; obtain, verify, record and maintain information that identifies new members applying for and opening new accounts or services with the credit union. This will help the government fight the funding of terrorism and money laundering activities. Information we are required to obtain and verify includes name, residential address, tax identification number and date of birth.

Confidentiality of the information maintained by the credit union will be protected as required under our privacy policy.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.





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## ELECTRONIC SERVICES INFORMATION AND DISCLOSURE

This disclosure statement sets forth certain rights and responsibilities that you as a member and we, the Credit Union, have under the Electronic Funds Transfer Act. The provisions of this Act apply whenever you use any of our services that are considered "electronic funds transfers" or "POS" (point of sale) transactions.

An electronic fund transfer occurs when you or someone else uses electronic means to make deposits (credits) or withdrawals (debits) from your Share(s) or Share Draft/Checking account(s). An electronic funds transfer may be made by voice banking, online banking, mobile banking, automated clearing house (ACH), automated teller machine (ATM), or by debit card. A (POS) transaction generally takes place at merchant locations. You may authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check to pay for purchases or pay bills. These transactions may be referred to collectively in this brochure as "EFT transactions."

### TYPES OF EFT TRANSACTIONS

You may use your debit card plus your Personal Identification Number (PIN) at any EFT location (i.e. ATM or POS location), at national ATM networks such as, NYCE®, CIRRUS®, CO-OPsM, and ALLPOINT® that accepts the card to do the following:

- Withdraw cash from your share or share draft account
- Perform a balance inquiry on your share or share draft account
- Make share or share draft account transfers

At the AT Ms located at GHS Federal Credit Union offices and select other locations you may:

- Make deposits to your share or share draft account
- Withdraw cash from your share or share draft account
- Perform a balance inquiry on your share or share draft account
- Make share or share draft account transfers

You may also use your debit card to pay for purchases from a share draft account anywhere Visa® is accepted. Your debit card will perform as an ATM card when you use your PIN in conjunction with your card.

You may use your debit card to debit a share draft account, along with your PIN, at POS locations, that is, stores that accept the card to pay for goods and services. The amount of such purchases (including any cash obtained, if permitted) will be deducted from your share draft account.

For locations of AT Ms, call the credit union or visit the web at [ghsfcu.com/aim-finder](http://ghsfcu.com/aim-finder)

### NON-VISA® PIN-LESS DEBIT TRANSACTIONS

You may use your Visa Debit Card to initiate both Visa debit transactions and non-Visa debit transactions without using a personal identification number (PIN) to authenticate the transactions.

To initiate a Visa debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and may be offered the choice by a merchant to choose to route the transaction over a Visa network.



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If a merchant offers the opportunity to indicate your preference when completing the transaction, you may initiate a non-Visa debit transaction, by entering a PIN at a point of sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after indicating a preference to route it as a non-Visa transaction.

We have enabled non-Visa debit transaction processing on the NYCE®, CIRRUS®, CO-OPsM, and ALLPOINT® networks. The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure will not apply to transactions processed through non-Visa networks. Please contact the Credit Union with any questions you may have regarding this notice.

## FOREIGN CURRENCY TRANSACTIONS

Foreign currency transactions will be converted to US Dollars under the application rules and regulations applicable at the time of the transaction as set forth by the credit card associations and US government regulations governing credit cards and related transactions, including debit cards. An International Service Assessment (ISA) fee will be assessed at the rate of 1 % of the US Dollar amount on all foreign transactions.

All transactions processed outside the United States (which may include internet transactions) will be charged the foreign transaction fee even if the customer is located within the United States.

## LIABILITY FOR USE

You are responsible for any EFT transactions you make with the debit card. Tell us immediately if you believe your card has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your accounts plus your maximum overdraft line of credit. If you believe your card has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission.

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

Also, if your statement shows transactions or transfers that you did not make, 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 using the money if you had told us in time.

If special circumstances kept you from telling us about the error, we may extend the time period.

## WHERE TO CALL OR WRITE

If you believe your debit card has been lost or stolen or that someone transferred or may transfer money from your account without your permission;

- Call Lost and Stolen Support at 833-933-1681, or international 812-647-9794, immediately 24/7
- Or, write us at: GHS Federal Credit Union, 910 Front Street, Binghamton, NY 13905

## RIGHT TO RECEIVE RECEIPTS

You may get a receipt showing details for your EFT transactions when you use your card at an ATM or POS location. EFT transactions originating at an EFT location are subject to our verification and to our ability to complete them by posting them to your account.





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## LIMITATIONS ON THE USE OF YOUR DEBIT CARD

There are limits on the number and amount of transactions that you may perform at EFT locations, such as ATMs.

These limits are as follows:

- You are limited to \$765 per 24-hour period for ATM cash withdrawals and POS transactions, provided the funds are available in your account
- National ATM networks that may be available have withdrawal limits and frequency of use set by networks and/or ATM owners
- At locations that will accept your deposits, you may make deposits in cash or checks; however, there may be a hold
- You may use your debit card for multiple purchases per day with no transaction charge, provided the funds are available in your account
- You will be denied use of your card if:
  - You exceed the daily withdrawal limit
  - You do not have adequate funds available
  - You do not enter the correct PIN, if required
  - Any loans with GHS FCU are past due

The receipt provided by the ATM or merchant terminal will notify you of the denial. Repeated denials may result in the retention of the card by the machine. If you do not receive a receipt explaining a denial, contact the Credit Union during normal business hours.

## PRE-AUTHORIZED CREDIT SERVICES

### Kinds of Transactions

You may arrange regular electronic deposits by a third person/party.

### Rights of Confirmation

If you are expecting an electronic deposit, you may use voice banking at 607-723-1192 or toll-free at 800-343- 1443 to confirm receipt of deposit.

## PRE-AUTHORIZED DEBIT SERVICES

### Kinds of Transactions

You may arrange regular electronic debits from your share or shared raft account by a third party/person.

You may also arrange for automatic transfers into, out of, or between your share deposit accounts with the credit union.

### Right to Stop Payment

You may stop payment on pre-arranged automatic debit out of your account as follows:

- Call the Credit Union during regular business hours at 607-723-7962,  
we may ask you to put your request in writing within 14 days of the call
- Write us at: GHS Federal Credit Union, 910 Front Street, Binghamton, NY 13905

Your telephone request or written request must be received three (3) business days prior to the scheduled payment in order for us to stop the payment. If we fail to honor your request and have received stop payment instructions within the three (3) days prior to the scheduled payment, the Credit Union is liable for any losses or damages.

We will charge your account the current stop payment fee for each stop payment you authorize.

## NOTICE OF VARYING AMOUNTS

If the automatic payments you have scheduled will vary in amounts, the third party /person to whom payment is made should notify you within 10 days of the payment. You may set the limits that prompt a notice with third party/person.



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## LIMITS ON EFT TRANSACTIONS

in your account; overdraft line-of-credit or overdraft privilege to cover said funds; or have made arrangements for transfers from other deposit accounts to cover the withdrawals.

## GENERAL INFORMATION

The following terms apply to all EFT transactions and services

## BUSINESS DAYS

Our normal business days are Monday through Friday, federal holidays are not included.

## RIGHT TO RECEIVE STATEMENTS

Share Draft account statements are mailed monthly, detailing all transactions including EFT transactions. Share savings accounts are mailed quarterly unless the account has an EFT transaction during the month and then a statement is mailed for that month. Paper statements will be mailed except to members who enroll in eStatements.

## DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties regarding your deposit accounts or EFT transactions you make:

- When it is necessary to complete the EFT transaction(s)
- In order to verify the existence or condition of your account for a third party, such as a credit bureau, or financial institution
- To comply with a subpoena or other proper request from a governmental agency or a court order of judicial subpoena
- Whenever you give us permission to do so

## LIABILITY FOR FAILURE TO COMPLETE EFT TRANSACTIONS

If we do not complete an EFT transaction on your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

We will not be liable:

- IF, through no fault of ours, you do not have enough money in your account to complete the EFT transaction
- IF the withdrawal exceeds your overdraft limits with us
- IF the ATM location where you are making a withdrawal does not have enough cash
- IF the terminal or system was not working properly
- IF circumstances beyond our control, or that of any component of the ATM (such as fire, loss of power, or flood) prevent the EFT transaction, despite reasonable precautions that have been taken
- IF a third person who is responsible for the EFT transaction on the account does not initiate it in time for the credit union to complete it as agreed
- IF the transaction would exceed security limitations on the use of your card
- IF the funds in your account are subject to legal process



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In any case, we will only be liable for actual proven damages if the failure to make the transaction resulted from *bona fide* error despite our procedures to avoid such errors.

Service fees may apply, refer to *Schedule of Fees*.

## IN CASE OF ERRORS OR QUESTIONS

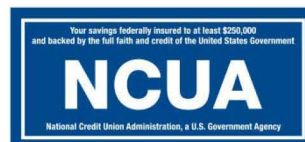
If you believe your statement or receipt is incorrect, or if you need information about a transfer listed on the statement or receipt, please contact the credit union immediately. Call us at: 607-723-7962 or write us at: GHS Federal Credit Union, 910 Front Street, Binghamton, NY 13905. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.

- Provide us with your name and account number(member number)
- Describe the error or transfer in question
- Provide us with the date and dollar amount of the suspected error

If you have provided us with this information via the phone, we may require you to send us your request/ concern in writing within 10 business days.

We will provide you with the results of our investigation within 10 business days of your contact, (20 business days for POS or foreign-initiated transactions). Every attempt will be made to correct the problem promptly. If we need more time we may take up to 45 days (90 calendar days for POS or foreign-initiated transactions) to investigate your complaint or question. If we need the additional time, we will re-credit your account within the 10 business days (20 business days for POS or foreign-initiated transactions) for the amount in question. If we have requested your complaint in writing and have not received it in the 10 business days we may not re-credit your account.

Upon completion of the investigation, if it is decided there was no error, we will send you a written explanation within three (3) business days. You may request copies of the documents we used in our investigation.



**TRUTH IN SAVINGS  
DISCLOSURE**

**RATE SCHEDULE**



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Last Dividend Declaration Date:

3 / 1 / 24

Today's Date:

\_\_\_/\_\_\_/\_\_\_

| ACCOUNT TYPE                         | DIVIDENDS   |                         |                       |                     | BALANCE REQUIREMENTS             |   |   | ACCOUNT LIMITATIONS  |
|--------------------------------------|---|-------------------------|-----------------------|---------------------|----------------------------------|---|---|--|
|                                      | Divident Rate/<br>Annual<br>Percentage<br>Yield (APY) | Dividends<br>Compounded | Dividends<br>Credited | Dividend<br>Period  | Minimum<br>Opening<br>Deposit    | Minimum<br>Balance<br>to Avoid a<br>Service Fee | Average<br>Daily Balance<br>to Earn the<br>Stated APY |  |
| Share Savings<br>Accounts            | 0.10%/0.10%   | Monthly                 | Monthly               | Monthly<br>Calendar | \$1                              | –   | \$100   |  |
| Secondary Savings<br>Accounts        | 0.25%/0.25%   | Monthly                 | Monthly               | Monthly<br>Calendar | –                                | –   | \$100   |  |
| Holiday Club<br>Accounts             | 0.25%/0.25%   | Monthly                 | Monthly               | Monthly<br>Calendar | –                                | –   | \$100   |  |
| Money Market<br>Savings Accounts     | 0.15%/0.15%   | Monthly                 | Monthly               | Monthly<br>Calendar | –                                | –   | \$2,500   |  |
| Money Market Plus<br>Savings Account | .99%/1.00%<br>1.24%/1.25%<br>1.49%/1.50%              | Monthly                 | Monthly               | Monthly<br>Calendar | \$10,000<br>\$25,000<br>\$50,000 | \$5,000   | \$10,000<br>\$25,000<br>\$50,000                      |  |
| Kids Klub<br>Accounts                | 0.25%/0.25%   | Monthly                 | Monthly               | Monthly<br>Calendar | \$1                              | –   | \$5   |  |
| Kris Kringle<br>Accounts             | 0.25%/0.25%   | Monthly                 | Monthly               | Monthly<br>Calendar | –                                | –   | \$5   |  |
| IRA Shares                           | 0.25%/0.25%   | Monthly                 | Monthly               | Monthly<br>Calendar | \$100                            | –   | \$100   |  |
| Absolutely FREE<br>Checking          | –   | –                       | –                     | –                   | \$1**                            | –   | –   | –  |
| 50+ FREE<br>Checking                 | 0.10%/0.10%   | Monthly                 | Monthly               | Monthly<br>Calendar | \$1**                            | –   | –   | Member must be<br>50 years of age or older<br>to be paid interest  |
| VIP FREE<br>Checking                 | 0.10%/0.10%   | Monthly                 | Monthly               | Monthly<br>Calendar | \$1**                            | –   | –   | Requires 1 ACH deposit or<br>withdrawal per month<br>to be paid interest   |
| Premier Yield<br>Checking            | 0.10%/0.10%<br>0.15%/0.15%                            | Monthly                 | Monthly               | Monthly<br>Calendar | \$1,500                          | \$1,500   | \$0<br>\$1,500  | If balance falls below \$1,500<br>during the month,<br>a \$6.00 service charge<br>applies  |
| Regular<br>Personal<br>Checking*     | –   | –                       | –                     | –                   | –                                | \$1,000   | –   | No monthly service fee of \$1<br>with direct deposit, average<br>daily balance of \$1,000 or<br>\$2,000 aggregate<br>daily balance |

The rates, fees and terms applicable to your account at the Credit Union are provided in this Truth-In-Savings Disclosure

\*No longer offered

\*\*New membership checking accounts only





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## 1. RATE INFORMATION

The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Shares, Secondary Shares, IRA Shares, Kids Klub, Money Market Savings, Money Market Plus, Holiday Club, Kris Kringle, 50+ FREE Checking, VIP FREE Checking and Premier Yield Checking, the Dividend Rate and Annual Percentage Yield may change monthly as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are prospective rates and yields that the Credit Union anticipates paying in the applicable dividend period. When the members of Kids Klub reach the age of 18, the account automatically becomes a Regular Share Account and the Kris Kringle account automatically becomes a regular Holiday Club Account with all the rules and regulations applicable and interest calculations as described for those accounts. The Money Market Plus and Premier Yield Checking Accounts are tiered rate accounts. The Dividend Rate and Annual Percentage Yield minimum balance requirement is provided on the account disclosure.

## 2. NATURE OF DIVIDENDS

Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

## 3. DIVIDEND COMPOUNDING AND CREDITING

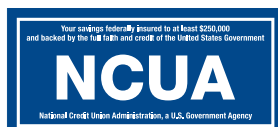
The compounding and crediting frequency of dividends and dividend period applicable to each account are listed with each account description. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

## 4. ACCRUAL OF DIVIDENDS

For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day the deposit is made to the account. If the account is closed before the accrued dividends are credited, the member will not receive the accrued dividends.

## 5. BALANCE INFORMATION

To open any account, you must deposit or already have on deposit at least the par value of one full share in a Regular Share or Kids Klub Account. The par value amount is stated on the fee schedule. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Rate Schedule. For Regular Checking accounts, you must meet one of the following requirements each calendar month to avoid a service fee: maintain an Average Daily Balance of \$1,000 in your Regular Checking account; maintain an Average Daily Balance of \$2,000 in combined share, checking and certificate accounts based on the same member number; or have direct deposit services to that checking account. If you do not meet one of these requirements, you will be charged a service fee as disclosed in the Fee Schedule. For Money Market Plus accounts, there is a minimum Average Daily Balance required to avoid a service charge for the dividend period. If the minimum average daily balance is not met during the dividend period, there will be a service charge as stated in the Fee Schedule. For Premier Yield Checking there is a minimum daily balance required to avoid a service charge for the dividend period. If the minimum daily balance falls below the required minimum balance, there will be a service charge as stated in the fee schedule. For new Premier Yield Checking accounts, the minimum daily balance requirement to avoid a service fee is waived for 60 days from account opening. For Regular Shares, Secondary Shares, IRA Shares, Kids Klub, Money Market Savings, Money Market Plus, Holiday Club and Kris Kringle accounts, there is a minimum Average Daily balance required to earn the Annual Percentage Yield disclosed for the dividend period. If the minimum average daily balance is not met, you will not earn the Annual Percentage Yield stated in the account description. For Premier Yield Checking, there is a minimum Average Daily Balance that must be maintained each calendar month to earn the higher Annual Percentage Yield. If the Average Daily Balance falls below the minimum amount stated in the Rate Schedule, the annual percentage yield earned will be the lower of the two rates. For accounts using the Average Daily balance method as stated on the Rate Schedule, dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the dividend 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. For Holiday Club and Kris Kringle accounts, the entire balance will be transferred to another account of yours on or after October 15 and the account will remain open.





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## WHAT DOES GHS FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

|              |  |
|--------------|--|
| <b>WHY?</b>  | 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.   |
| <b>WHAT?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and checking account information</li><li>• Credit history and employment information</li><li>• Income and payment history</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> |
| <b>HOW?</b>  | 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 GHS Federal Credit Union chooses to share, and whether you can limit this sharing.  |

| REASONS WE CAN SHARE YOUR PERSONAL INFORMATION  | DOES GHS FEDERAL CREDIT UNION SHARE? | CAN YOU LIMIT THIS SHARING? |
|---|--------------------------------------|-----------------------------|
| For our everyday business purposes - such as to process your transactions, maintain your accounts(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 US 800-732-4447**

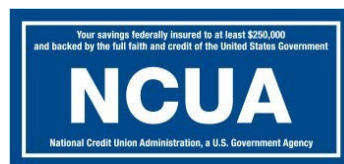


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|                               |                          |
|-------------------------------|--------------------------|
| Who is providing this notice? | GHS Federal Credit Union |
|-------------------------------|--------------------------|

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

|                        |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <p><i>GHS Federal Credit Union has no affiliates.</i></p>  |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <p><i>GHS Federal Credit Union does not share with non-affiliates so they can market to you.</i></p> |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partners include insurance companies.</i></p>             |





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## PERSONAL SCHEDULE OF FEES

(Effective November 9, 2022)<sup>1</sup>

### MEMBERSHIP FEE AND SHARE PAR VALUE

|                        |                  |        |
|------------------------|------------------|--------|
| Membership Fee         |                  | \$1.00 |
| Single Share Par Value | Members 18 plus  | \$1.00 |
|                        | Members under 18 | \$1.00 |

### SAVINGS AND CHECKING ACCOUNTS

|                        |   |              |
|------------------------|---|--------------|
| IRA Accounts           | Transfers   | \$25.00      |
|                        | Rollovers   | \$25.00      |
| Money Market Plus      | No monthly service fee if minimum average daily balance is \$5,000. \$5.00 monthly service fee if minimum average daily balance drops below \$5,000.  |              |
| Regular Checking       | No monthly service fee with direct deposit, \$1,000 average daily balance or \$2,000 aggregated average daily balance. If none of the above is met the account will be charged \$1 per month. |              |
| Premier Yield Checking | No monthly service fee if daily balance is \$1,500. \$6 monthly fee if minimum daily balance drops below \$1,500.   |              |
| ID Safe Choice         |   | \$2.00/month |

### RETURN AND OVERDRAWN ITEMS

|   |                                 |
|---|---------------------------------|
| Checks, ACH, Point-of-Sale, ATM withdrawals, in-person withdrawals, or by other electronic means. | \$30.00/occurrence <sup>2</sup> |
|---|---------------------------------|

### TRANSFERS

|   |             |
|---|-------------|
| Call Center assisted or automatic overdraft | \$2.50/item |
|---|-------------|

### OVERDRAFT PRIVILEGE

|  |                                 |
|--|---------------------------------|
| Checks, ACH, Point-of-Sale, ATM, withdrawals, in-person withdrawals, or by other electronic means. | \$30.00/occurrence <sup>2</sup> |
|--|---------------------------------|

### DEPOSIT ITEMS RETURN

|                     |                                 |
|---------------------|---------------------------------|
| Third-Party Item    | \$15.00/occurrence <sup>2</sup> |
| Account Holder Item | \$25.00/occurrence <sup>2</sup> |

### STOP PAYMENT

|                       |              |
|-----------------------|--------------|
| Checks, ACH, Bill Pay | \$30.00/item |
|-----------------------|--------------|

### LOAN ACCOUNTS

|                             |                                       |
|-----------------------------|---------------------------------------|
| Loan Payment Late Charge    | Up to \$30<br>Refer to loan documents |
| Loan Coupon Replacement Fee | \$8.00                                |

### DEBIT CARDS

|                                  |                                 |
|----------------------------------|---------------------------------|
| GHS-owned ATMs with GHS FCU card | No charge                       |
| Non-GHS ATMs with GHS FCU card   | 6 free/month;<br>\$1.00 after 6 |
| Plastic Card Replacement         | \$20.00                         |
| Reactivation                     | \$10.00                         |

### CREDIT CARDS

|                          |                          |
|--------------------------|--------------------------|
| Plastic Card Replacement | \$20.00                  |
| Balance Transfer         | 2% of amount transferred |
| Visa® Late Payment       | Up to \$25.00            |
| Visa Returned Payment    | Up to \$20.00            |
| Visa Statement Copy      | \$3.00                   |

### ONLINE BANKING/BILL PAY SERVICE

|                                  |                                    |
|----------------------------------|------------------------------------|
| Online Banking                   | No charge                          |
| Check Copy Online                | No charge                          |
| Bill Pay Service (unlimited use) | No charge                          |
| Check Copy Bill Pay              | \$5.00                             |
| Expedited Payment                | \$30.00 check<br>\$7.00 electronic |

### WIRE TRANSFERS

|                        |         |
|------------------------|---------|
| Outgoing Domestic      | \$20.00 |
| Outgoing International | \$35.00 |
| Incoming               | \$15.00 |

### OTHER

|                                     |                      |
|-------------------------------------|----------------------|
| Account Activity Printout           | \$3.00/page          |
| Account Reconciliation              | \$25/hr. (\$25 min.) |
| Address Correction (mail returned)  | \$2.00               |
| Coin Machine Usage (members)        | 3% of total          |
| Coin Machine Usage (non-members)    | 5% of total          |
| Copies (deposits, checks)           | \$2.00               |
| Corporate Check                     | \$3.00               |
| Domestic Collection                 | \$25.00              |
| Express Mail                        | Cost                 |
| Foreign Item Processing             | \$25.00              |
| Legal Processing                    | \$75.00              |
| Lien Replacement/Mortgage Discharge | \$10.00              |
| Replacement                         |                      |
| Research                            | \$25/hr. (\$25 min.) |
| Statement Copy                      | \$3.00/statement     |
| Temporary Checks                    | 30¢/check            |





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### INACTIVE ACCOUNTS

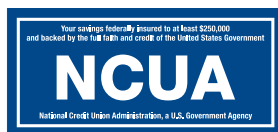
Inactive accounts are accounts that have had no transactions for a 12 month period or more. An inactivity fee of \$5.00 per month will be charged to an inactive account. The fee will continue until the funds are exhausted in the account (including the par value). This could result in the account being closed and thus terminating your membership. Members with additional GHS FCU relationships, loans, Visa credit cards or other deposit accounts, must maintain a minimum balance in their primary share account of one par value.

### CLOSED MEMBERSHIP

If membership closed within the first 12 months of opening GHS FCU will assess a \$1 closed membership fee.

<sup>1</sup> Fees subject to change with required notice to members.

<sup>2</sup> Term "item" changed to "occurrence."





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## OVERDRAFT COVERAGE OPTIONS:

### OVERDRAFT PRIVILEGE AND OVERDRAFT PROTECTION

GHS Federal Credit Union understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

#### OVERDRAFT COVERAGE OPTIONS

The choice is yours. Consider these ways to cover overdrafts:

| SERVICE  | COST  |
|--|---|
| Overdraft Protection Link to Another Deposit Account you have at GHS Federal Credit Union <sup>1</sup> | \$ 2.50 fee per transfer; free to transfer online |
| Overdraft Protection Line of Credit <sup>1, 2</sup>  | Subject to fees + interest                        |
| Overdraft Privilege Standard or Extended Coverage  | \$30 Overdraft Fee per item presented*            |

<sup>1</sup>Call us at 607-723-7962, email us at [accounts@ghsfcu.com](mailto:accounts@ghsfcu.com) or come by a branch to sign up or apply for these

services <sup>2</sup>Subject to credit approval

\*Per item presented means each time an item is presented, including representment.

Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account, or line of credit you may have at GHS Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. Please review "What Else You Should Know" for other important information.

| TRANSACTIONS COVERED WITH OVERDRAFT PRIVILEGE | STANDARD COVERAGE (NO ACTION REQUIRED) | EXTENDED COVERAGE (YOUR CONSENT REQUIRED ON CONSUMER ACCOUNTS) * |
|---|--|--|
| Checks  | X                                      | X  |
| ACH-Automatic Debits                          | X                                      | X  |
| Recurring Debit Card Transactions             | X                                      | X  |
| Online Bill Pay Items                         | X                                      | X  |
| Internet Banking Transfers                    | X                                      | X  |
| Telephone Banking                             | X                                      | X  |
| Teller Window Transactions                    | X                                      | X  |
| ATM Transactions                              |  | X*   |
| Every Day Debit Card Transactions             |  | X*   |

IF YOU WOULD LIKE TO SELECT EXTENDED COVERAGE FOR FUTURE TRANSACTIONS:

- Call us at 607-723-7962
- Complete the online consent form at [ghsfcu.com](http://ghsfcu.com)
- Visit any branch
- Complete a consent form and mail to: 910 Front St., Binghamton, NY 13903
- Email us at: [accounts@ghsfcu.com](mailto:accounts@ghsfcu.com)

\*If you choose Extended Coverage on your consumer account, ATM transactions and

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everyday debit card transactions will be included with the transactions listed under Standard Coverage. If you already have Overdraft Privilege Extended Coverage, it is not necessary to request it again. Business accounts automatically have Extended Coverage.

You can discontinue Overdraft Privilege in its entirety by contacting us at 607-723-7962 or sending us an e-mail at [accounts@ghsfcu.com](mailto:accounts@ghsfcu.com).

## WHAT ELSE YOU SHOULD KNOW

- A link to another account or a line of credit may be a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our mobile banking, Internet banking, and telephone banking services to keep track of your balance. For additional financial education resources, please visit [www.mymoney.gov](http://www.mymoney.gov).
- The \$30 Overdraft Fee is the same fee amount that is charged if a check is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or a Return Fee of \$30. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn more than the Overdraft Privilege limit amount because of a fee.
- Recipients of federal or state benefits payments who do not wish us to deduct the amount overdrawn and the Overdraft Fee from funds that you deposit or that are deposited into your account may call us at 607-723-7962 to discontinue Overdraft Privilege.
- If an item is returned because the Available Balance (as defined below) in your account is not sufficient to cover the item and the item is presented for payment again, GHS Federal Credit Union ("We") will charge a Return Fee each time it returns the item because it exceeds the Available Balance in your account. Because we may charge a Return Fee each time an item is presented, we may charge you more than one fee for any given item as a result of a returned item and representation of the item. When we charge a Return Fee, the charge reduces the Available Balance in your account and may put your account into (or further into) overdraft. If, on representation of the item, the Available Balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee.
- For consumer accounts, there is no limit on the total Overdraft Fees per day we will charge. These exceptions do not apply to business accounts.
- This describes the posting order for purposes of determining overdrafts. Our general policy is to post items in order of items received. However, because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described below) and the order in which transactions are posted may impact the total amount of Overdraft Fees or Return ACHs assessed.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Membership and Account Agreement. The total (negative) balance, including all fees and charges, is due and payable upon demand.

THE RELATIONSHIP OF A LIFETIME

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- We may be obligated to pay some debit card transactions that are not authorized through the payment system but which we are required to pay due to the payment system rules, and as a result you may incur fees if such transactions overdraw your account. However, we will not authorize debit card or ATM transactions unless your account's Available Balance (including Overdraft Coverage Options) is sufficient to cover the transactions and any fee(s).
- Giving us your consent to pay every day debit card and ATM overdrafts on your consumer account may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit. If you consent to Extended Coverage on your consumer account, it will remain on your account until it is otherwise withdrawn.

**Understanding your Available Balance:** Your account has two kinds of balances: the Ledger Balance and the Available Balance.

- We authorize and pay transactions using the Available Balance.
- Your Ledger Balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.
- Your Available Balance is the amount available to you to use for purchases, withdrawals, or to cover transactions. The Available Balance is your Ledger Balance, less any holds due to pending debit card transactions and holds on deposited funds.
- The balance used for authorizing checks, ACH items, and recurring debit card transactions is your Available Balance plus the amount of the Overdraft Privilege limit and any available Overdraft Protection.
- The balance used for authorizing ATM and everyday debit card transactions on accounts with Standard Coverage is your Available Balance plus any available Overdraft Protection but does NOT include the Overdraft Privilege limit.
- The balance used for authorizing ATM and everyday debit card transactions on accounts with Extended Coverage is your Available Balance plus any available Overdraft Protection and includes the Overdraft Privilege limit.
- Because your Available Balance reflects pending transactions and debit holds, your balance may appear to cover a transaction but later upon settlement it may not be sufficient to cover such transaction. In such cases, the transaction may further overdraw your account and be subject to additional overdraft fees. You should assume that any item which would overdraw your account based on your Available Balance may create an overdraft. Note that we may place a hold on deposited funds in accordance with our Funds Availability Disclosure, which will reduce the amount in your Available Balance.
- Please be aware that the Overdraft Privilege amount is not included in your Available Balance provided through online banking, mobile banking or GHS Federal Credit Union's ATMs.
- We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the Available Balance in your account. If your account is overdrawn after the

THE RELATIONSHIP OF A LIFETIME

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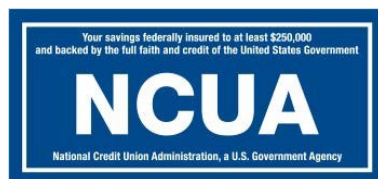
held funds are added to the Available Balance and the transaction is posted to the Available Balance, an Overdraft Fee may be assessed.

- Except as described in this letter, GHS Federal Credit Union will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).

### Understanding Overdraft Privilege Limits

- An Overdraft Privilege limit of \$500 will be granted to eligible consumer checking accounts opened at least 35 days in good standing.
- An Overdraft Privilege limit of \$750 will be granted to eligible Business Checking accounts opened at least 60 days in good standing.
- Overdraft Privilege may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within thirty-two (32) days for a minimum of one business day. You must bring your account balance positive for at least one business day to have the full Overdraft Privilege limit reinstated.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at 607-723-7962 or visit a branch.



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## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An **overdraft** occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to another account or a line of credit, which may be less costly than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

- **What are the standard overdraft practices that come with my account?**

We **do** authorize and pay overdrafts for the following types of transactions: Checks and other transactions made using your checking account number Automatic bill payments

We **will not** authorize and pay overdrafts for the following types of transactions without your consent ATM transactions

Everyday debit card transactions

**We pay overdrafts at our discretion**, which means we **do not guarantee** that we will always authorize and pay any type of transaction. **If we do not** authorize and pay an overdraft, your **transaction will be declined**.

- **What fees will I be charged if GHS Federal Credit Union pays my overdraft?**

Under our standard overdraft practices:

We will charge you a fee of **up to \$30** each time we pay an overdraft

**There is no limit** per day on the total fees we can charge you for overdrawing your account

- **What if I want GHS Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

- If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 1-607-723-7962, visit our website at [www.ghsfcu.com](http://www.ghsfcu.com), email us at [accounts@ghsfcu.com](mailto:accounts@ghsfcu.com), complete the form below and present it at a branch or mail it to: 910 Front Street Binghamton, NY 13905. You can revoke your authorization for GHS Federal Credit Union to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and your account number so that we can properly identify your account.

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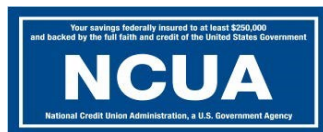
\_\_\_\_\_ I do not want GHS Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

\_\_\_\_\_ I want GHS Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Account Number: \_\_\_\_\_





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## MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement covers your and our rights and responsibilities concerning Accounts the credit union offers. In this Agreement, the words "you" and "yours" mean anyone who signs an Account Card. The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share or other accounts you have with the credit union.

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

- 1 Membership Eligibility.** To join the credit union you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union's Bylaws. You agree that we are authorized to verify financial information data, and employment history by any necessary means, including obtaining a consumer report by any consumer reporting agency.
- 2 Single Party Accounts.** A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.
- 3 Multiple Party Accounts.** An account owned by two or more persons is a multiple party account.
  - **Rights of Survivorship.** Unless otherwise stated on the Account Card, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the credit union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
  - **Control of Multiple Party Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.
  - **Multiple Party Account Owner Liability.** If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them.
- 4 POD/Trust Account Designations.** A Payable on Death (POD) account or trust account designation is an instruction to the credit union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.



■ FEDERAL CREDIT UNION ■

- 5 Accounts for Minors.** We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will change the account status when the minor reaches the age of majority.
- 6 Uniform Transfers/Gifts to Minors Account.** A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.
- 7 Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent to the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.
- 8 Deposit of Funds Requirements.** Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements set for on the Schedule of Fees.
- **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
  - **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.
  - **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
  - **Direct Deposits.** We may offer preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
  - **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.





■ FEDERAL CREDIT UNION ■

- **Acceptance of payments on your behalf.** We may accept on your behalf payments to your account which have been transmitted through the Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## 9 Account Access.

- **Authorized Signature.** Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transfer.
- **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g. at an automated teller machine, in person, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- **ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The credit union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution.
- **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

## 10 Schedule of Fees.

We assess fees against your account set forth in the Schedule of Fees. We may change the Schedule of Fees at any time and will notify you as required by law.

## 11 Transaction Limitations.

- **Withdrawal Payments.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfers or payment orders, which are drawn against insufficient funds, may be subject to a service charge set forth in the Schedule of Fees. The order in which items are paid is first presented, first paid.  
We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court order has directed the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.
- **Transfer Limitations.** For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, electronic, or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any credit union loan account and may make withdrawals in person, by mail or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.



■ FEDERAL CREDIT UNION ■

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

**13 Overdrafts.**

- **Overdraft Liability.** If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The credit union's determination of an insufficient account balance may be made at any time between presentation and the credit union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Schedule of Fees. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account, as you have directed, or as required under the credit union's overdraft protection program. The fee for overdraft transfers, if any, is set forth in the Schedule of Fees. This Agreement governs all transfers, except those governed by agreements for loan accounts.

We will, as a discretionary service, honor a member transaction that results in an overdrawn account as provided by the credit union's Privilege Pay Overdraft Policy. Under this policy:

- 1) We are not obligated to pay every overdraft as it is provided as a discretionary service.
- 2) We will charge a fee of \$30 to provide for the payment of a transaction that would otherwise be returned due to non-sufficient funds.
- 3) A fee will be imposed for overdrafts created by checks, ACH, Point-of-Sale, ATM withdrawals, in-person-withdrawals, or by other electronic means.
- 4) No bankruptcies, levies or garnishments on the account
- 5) The number of delinquent days on a loan must be less than or equal to 30 days
- 6) You must be at least 18 years of age
- 7) Par of \$1.00 on deposit must be maintained in your primary savings account
- 8) Your primary savings account must be opened a minimum of 35 days
- 9) Your account must be a "personal" or "trust" account
- 10) No accounts with a negative balance for more than 32 days

Prior to assessing a fee for ATM and one-time debit card transaction overdrafts, the Credit Union will provide members with the right to opt in, or affirmatively consent, to the Credit Union's overdraft service for each account, pursuant to the Credit Union's Overdraft Privilege Policy. You may "opt out" of this discretionary service at any time. The total dollar amount of overdrafts that the credit union will honor per account at any given time will not exceed \$500.00.

You have a maximum of thirty-five (35) calendar days from the day the advance was made to deposit the advanced funds or obtain an approved loan from the credit union to cover the amount of the advance. Loans that remain unpaid will be handled in a manner consistent with the credit union's collection procedures.

Return and overdrawn items. If any 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). While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items.



■ FEDERAL CREDIT UNION ■

In that case, we will return any item presented without sufficient funds (NSF). If you wish to exercise this option (prefer) we not pay such items, you must contact us by calling us at 607-723-7962 or writing us at GHS FCU, 910 Front St., Binghamton, NY 13905 or sending us an email at [accounts@ghsfcu.com](mailto:accounts@ghsfcu.com) and informing us that you do not want us to pay items presented without sufficient funds. If you do not notify us, we retain the right, at our discretion, to pay or not pay any item presented without sufficient funds.

If an item is returned because the available balance in your account is not sufficient to cover the item and the same item is presented again, GHS FCU will charge a fee each time the item is returned.

**14 Postdated and Staledated Drafts.** We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date, and amount. You understand that the exact information is necessary for the credit union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date.

If an item is returned because the available balance in your account is not sufficient to cover the item and the same item is presented again, GHS FCU will charge a fee each time the item is returned.

**15 Stop Payment Orders.**

- **Stop Payment Order Request.** You may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the credit union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to your or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
- **Duration of Order.** You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- **Liability.** Fees for stop payment orders are set forth on the Schedule of Fees. You may not stop payment on any certified check, cashier's check or teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

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



■ FEDERAL CREDIT UNION ■

- 17 Credit Union Lien and Security Interest.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds, in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the credit union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the credit union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.
- 18 Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.
- 19 Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.
- 20 Notices.**
- **Name and Address Changes.** You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We may not accept oral notices of a change in address and may require any other notice from you to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on the Schedule of Fees.
  - **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
  - **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- 21 Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.
- 22 Statements.**
- **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the credit union, and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.
  - **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within (60) sixty days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.



■ FEDERAL CREDIT UNION ■

- **Notice to Credit Union.** You agree that the credit union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**23 Inactive Accounts.** If you have not made any transactions over a period specified in the Schedule of Fees during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Schedule of Fees for processing your inactive account. Prior to charging you a service fee, we will notify you, as required by law, at your last known address and fees will continue as stated in the Schedule of Fees. You may, at that time, authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

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

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

**26 Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the credit union. (Refer to the GHS Federal Credit Union Non-Participation Policy, attachment). You will be assessed account closing fees if your account is closed within the first 12 months of opening.

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

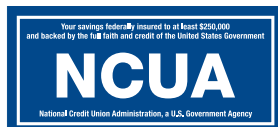
**28 Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the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



■ FEDERAL CREDIT UNION ■

- 29 Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.
- 30 Unlawful Internet Gambling and Other Illegal Activities.** You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful gambling or other illegal activities.
- 31 Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the credit union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.
- 32 Arbitration:** Any controversy or claim arising out of or relating to this Account Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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■ FEDERAL CREDIT UNION ■

## NON-PARTICIPATION POLICY

**OBJECTIVE** This policy establishes limitations and restrictions of services for members, joint owners or joint borrowers (collectively referred to herein as “members”) who are not in good standing with GHS Federal Credit Union (“Credit Union”). The policy protects Credit Union Directors, Supervisory Committee Members, personnel, members, employees, members, volunteers, and vendors (collectively “Credit Union Related Parties”) from abusive members or other persons. GHS Federal Credit Union will not tolerate members or other persons who are abusive, whether it be over the phone, in-person, or through electronic media. Our intent is not to restrict anyone’s rights and freedoms, but rather to address certain unacceptable conduct to assure the rights and protections of Credit Union Related Parties.

The Board of Directors believes that all members and employees should be able to conduct business without fear of harassment or without fear of disruptive or abusive conduct as a result of their membership or employment with the Credit Union. The Board of Directors recognizes that the Credit Union’s outstanding reputation is due in large part to the loyalty of its members and the commitment and continued efforts of its employees. The Board is committed to treating the members and employees of the Credit Union with the respect they deserve, and endeavors to maintain a work place free from disruptive or abusive conduct.

### DEFINITIONS:

**Good Standing.** A member is not in “Good Standing” with Credit Union if they meet any of the following requirements:

- Fail to comply with the terms and conditions of any lawful obligation with Credit Union and/or causes Credit Union to suffer any monetary loss, as defined in Section III.
- Manipulate or otherwise use Credit Union services or products in the furtherance of any illegal purpose.
- Engage in threatening, abusive, disruptive, harassing, or illegal behavior during any communication with Credit Union Related Parties while on Credit Union premises or at any Credit Union function.
- Inflict injury to any person or damage any property while on Credit Union premises or at any Credit Union function.
- Credit Union’s C.E.O. and V.P.s have the sole discretion within the limits of this policy to determine if a member is in Good Standing.

**Member Services.** “Member Services” are any products or services now or hereafter provided by, or sponsored by, Credit Union or otherwise made available to Credit Union members. Member services include, but are not limited to: loans or other extensions of credit, share accounts, checking accounts, time deposits, ATM services, home banking services, telephone banking services, and other electronic transfer services.

**Monetary Loss.** A “Monetary Loss” to Credit Union occurs when any member of Credit Union causes, or makes known his or her intention to cause a financial loss to the credit union, whether by way of loan default, bankruptcy discharge, account overdraft or otherwise, or should a member take any action that would render all or part of his or her obligations owing to the credit union unenforceable. A monetary loss may not be ascribed to a member if the loss is attributable to a case of identity theft or account takeover impacting the member’s account(s) wherein the member was not complicit in the incurrence of the loss.

- If a member should file a petition in bankruptcy and enter into a valid enforceable Reaffirmation Agreement with Credit Union that is not rescinded by that member, reaffirming all or substantially all of that member’s obligations existing prior to the filing of the member’s petition in bankruptcy, the foregoing policy with respect to the denial of credit union services and further extensions of credit may be waived. Further, if a member should file a petition under Chapter 11 or 13 of the Bankruptcy Code which proposes to pay all or substantially all of the member’s pre-petition indebtedness owing to the credit union, this policy may be waived.
- If the credit union perceives that the member’s failure or inability to reaffirm all of his pre-petition obligations to the credit union is beyond that member’s control, and the member nevertheless continues voluntarily repaying his pre-petition

September 2023

obligations, the credit union at its option, may accept and consider future credit applications and may continue to extend credit union services to that member.

**Abusive Conduct.** "Abusive Conduct" includes, but is not limited to, any of the following conduct:

- Any type of harassment, including age, sexual, ethnic or racial harassment.
- Making racial or ethnic slurs.
- Engaging in sexual conduct and/or making sexual overtures, sexual flirtations, advances or propositions.
- Engaging in verbal abuse of a racial, ethnic nature, or sexual nature.
- Making graphic or degrading comments about an individual or his or her appearance.
- Engaging in offensive or abusive physical contact.
- Making false, vicious or malicious statements about Credit Union Related Parties or Credit Union and its services, operations, policies, practices or management.
- Using profane, abusive, intimidating or threatening language towards Credit Union personnel or members.
- Repeated verbal vulgar abuse, either in person or through any written medium or telephone communication.
- Making or suggesting threats of bodily harm or property damage to an employee or their family member(s).
- Attempting to coerce or interfere with Credit Union Related Parties in the performance of their duties at any time.
- Attempting to interfere in any way with Credit Union's delivery of services or information to its members.
- Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind, involving Credit Union Related Parties or Credit Union services.
- Any posting, defacing or removing notices or signs on Credit Union premises, website or social presence.
- Causing physical damage to any part of the Credit Union premises.
- Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
- Immoral conduct or indecency on Credit Union premises.
- Deliberate or repeated violations of security procedures or safety rules.
- Possession, use, or being under the influence of drugs or alcoholic substances on Credit Union premises.
- Fighting or possession of weapons of any kind within the Credit Union except for law enforcement or security officers.
- This list is not comprehensive and is used only as an example of types of behavior that may be viewed as abusive conduct by Credit Union. Threats of any nature may be reported to federal and local authorities.

## **LIMITATION OR TERMINATION OF SERVICES – MEMBER RIGHTS**

If Credit Union terminates or limits access to member services as outlined in this policy the member can still:

- Maintain a dividend bearing share account with Credit Union, and
- Vote at annual and special membership meetings subject to Credit Union Bylaws and policies. In addition to termination or limitation to member services, Credit Union reserves the right to move for expulsion of the member from Credit Union in accordance with Credit Union's Bylaws.

## **ACTIONS BY CREDIT UNION**

### **Abusive Conduct or Illegal Behavior**

In the event a member or other person has or is engaging in abusive conduct or illegal behavior on Credit Union premises or at a Credit Union sponsored event toward Credit Union Related Parties or guests, the Credit Union is authorized to take any or all of the following actions against a member or other person who has engaged in the abusive conduct or illegal behavior:

- Denial of in-person contact with Credit Union Related Parties.
- Denial of all Member Services other than the member's right to maintain a share account and the right to vote at annual and special meetings.
- Denial of usage of Credit Union's online, mobile, and/or social communities.
- Denial of access to Credit Union premises; if needed, a no trespass order will be obtained from local authorities.
- Preclusion from personal contacts with Credit Union Related Parties such that Credit Union services may be available only by remote means.

- Taking any other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, the National Credit Union Administration Rules and Regulations, or Credit Union's Bylaws.
- In the cases of continued abusive conduct or an extremely abusive incident, a member shall be subject to expulsion from membership.

### **Monetary Loss or Loss of Good Standing**

If Credit Union incurs a monetary loss, or if a member is determined in accordance with this policy not to be in good standing, member services available to that member may be limited or otherwise restricted upon the approval of the C.E.O. or V.P.s. Such restrictions may include, but are not limited to only permitting the member to retain a basic membership account with a cash only status. In the event of such a restriction, the member will continue to earn interest, be able to deposit and withdraw on a cash-only basis from their account, and shall maintain the other rights as specified in this policy.

Notice of Action Credit Union will notify the member in writing of the restriction or termination of their Credit Union account(s), and will inform him or her of the basis for the restriction or termination sixty (60) days prior to enforcement of such action. In the event of suspected fraud, negative balance or loss, the account may be immediately frozen or terminated and then notified of the basis for the restriction or termination of their account(s).

### **EXPULSION OR TERMINATION OF MEMBERSHIP**

Pursuant to Article III Section 3 and Article XIV Section I of the Credit Union Bylaws and the Federal Credit Union Act, §1764(a) and §1764(b), Credit Union may expel a member or terminate a member for non-participation from membership.

#### **Expulsion from Membership**

Upon approval by the Board of Directors at a regular or a special meeting, a member may be expelled from membership. Any such member so expelled shall have no further entitlement to any rights to or benefits from Credit Union membership and all accounts may be closed.

Termination for Non-participation Credit Union may terminate any membership and close account(s) for non-participation in Credit Union affairs or failure to maintain the required minimum share balance with Credit Union.

#### **Failure to Maintain One Share**

Credit Union may terminate membership if a member: (1) does not deposit at least one share at the then current par value within one month of becoming a member or within six months from the increase in the par value of one share, or (2) reduces their share balance below the par value of one share and does not increase the balance to at least the par value of one share within one month.

#### **Non-participation**

"Non-participation" is defined as the member's failure to vote in elections and failure to conduct business with Credit Union. This will not apply to any account held by a member who has at least one other active account or relationship with Credit Union. Termination of membership due to non-participation will be effective thirty (30) days after the member has been notified of the termination by mail, sent to the member's last known address on Credit Union's records unless the member has notified Credit Union of their intention to participate as defined above before the expiration of the thirty (30) day period. Upon termination for non-participation, Credit Union will close the terminated member account and provide him or her with the remaining funds. If the member cannot be located to receive the funds, Credit Union will escheat the funds to the applicable state in accordance with state's escheatment laws.

### **MEMBER APPEAL PROCESS**

A member may appeal any restriction placed on member services or termination of membership due to non-participation by submitting a written request to Credit Union's Supervisory Committee with details explaining why such restriction or termination of membership should not be implemented. The Supervisory Committee will review and notify the member within thirty (30) days with an explanation why the action will remain in force or what, if any, services may be restored. In accordance with this policy, members that have been expelled following a vote by the Board of Directors do not have a right to appeal expulsion.



■ FEDERAL CREDIT UNION ■

### E-SIGN DISCLOSURE

Disclosures can be provided in electronic form for the deposit account(s) you have selected to be opened online. Before obtaining products or services electronically, you must read and indicate your acceptance of the terms outlined below. If you do not consent, you will not be able to proceed with the online account opening process. You may contact us at the number or address listed below to open a new account.

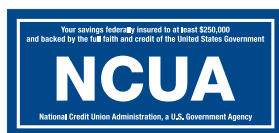
- In this consent "we", "us", and "our" are used to refer to GHS Federal Credit Union. All of the disclosures being provided to you may, at our discretion, be in electronic form, and you will be able to review them online in addition to downloading and/or printing them. Your consent applies only to the disclosures and notices applicable to the deposit accounts opened during this online session.
- Disclosures provided in electronic form will not be distributed in paper form. After consenting, if you wish to obtain a paper copy of the disclosure(s), you can do so by calling us or writing us at the number or address listed below. Note that a fee may be applied to your account if you request a duplicate copy of an electronic document as stated in the fee schedule.
- You have the right to withdraw your consent at any time, at no cost to you, by calling or writing us at the number or address listed below.
- By consenting to receive disclosures and notices electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes in such information by calling or writing us at the number or address listed below.
- The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the disclosures online, you will also be verifying you meet the necessary hardware and software requirements to view the disclosures.

A personal computer or other device capable of accessing the internet

An operating system with in the last 2 versions of the most recent

A web browser with in the last 2 version of the most recent

910 Front Street  
Binghamton, NY 13905  
607-723-7962 or 800-732-4447  
[ghsfcu.com](http://ghsfcu.com)  
[feedback@ghsfcu.com](mailto:feedback@ghsfcu.com)





■ FEDERAL CREDIT UNION ■

## FUNDS AVAILABILITY DISCLOSURE

GHS Federal Credit Union generally makes funds available to pay checks presented against your account, for cash withdrawal, cashing of checks over the counter and for other purposes on the day we receive your deposit. However, the availability of some funds may be delayed for longer periods, depending on the type and dollar amount of checks you deposit. During any required delay, you may not withdraw funds in cash and we will not use the funds for any type of payment or withdrawal from your account. Even after funds are made available to you, you are still responsible for any checks that are returned to us unpaid.

### DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sunday, federal holidays and the day after certain federal holidays when the credit union remains closed. If you make a deposit before closing time, we will consider that day to be the day of your deposit. However, if you make the deposit on a day we are not open, we will consider the deposit was made on the next business day we are open.

The length of delay varies depending on the type of deposit and is explained below.

### IMMEDIATE AVAILABILITY

Funds from electronic direct deposit, including wire transfers, pre-authorized credits such as Social Security and payroll payments, are available immediately. If you make the deposit in person to one of our employees, funds from the following deposits are generally available immediately:

- U.S. Treasury checks made payable to you
- Cash
- Checks drawn on GHS Federal Credit Union
- State and local government checks that are payable to you
- Cashier's, certified and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders, if these items are made payable to you. If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits may not be available until the second business day after the day of deposit.

### GHS RESERVES THE RIGHT TO IMPOSE HOLDS ON CHECKS ON A CASE-BY-CASE BASIS

Our policy is to make \$225 available the first business day after the day of your deposit. The remaining funds are available the second business day after the day of your deposit. For example, if you deposit an \$800 check on Monday, \$225 is available on Tuesday, \$575 is available on Wednesday.

### LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5525 on any one day



■ FEDERAL CREDIT UNION ■

- 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 communication or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than seven business days 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 \$5525 of a day's total deposits of cashier's, teller's, certified, 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 checks meet certain conditions. For example, the checks must be made payable to you. The excess over \$5525 will be available on the tenth 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:

#### **SPECIAL RULES FOR FOREIGN CHECKS**

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







■ FEDERAL CREDIT UNION ■

## DEBIT CARD INFORMATION AND AGREEMENT

### AGREEMENT

This agreement sets forth the rights and responsibilities which you, the member, and we, the credit union, have regarding GHS Federal Credit Union debit card. This agreement is a contract between you and the credit union.

The GHS Federal Credit Union debit card may also be referred to as the "Debit Card," the "card," or the "Visa® Check Card." In this agreement, "we," "our," and "us" refer to the credit union and its representatives. "You," "your," and "yours" refer to anyone signing an application for debit card services, or any joint owner or individual authorized to use the debit card. The credit union may issue a debit card only in response to a written request that is signed by the account holder or at an expiration date reissue or a replacement of a previously issued debit card.

### DEBIT CARD PROGRAM

Debit card transactions are initiated by the member by using the debit card at participating merchant point of sale locations or ATMs. Use your debit card everywhere that Visa cards are accepted or at national networks such as NYCE®, CIRRUS®, CO-OP<sup>SM</sup>, and ALLPOINT®.

At merchants where you swipe the card there may be a choice of debit or credit transactions. If you select debit, you will need to enter your Personal Identification Number (PIN). If you select credit, your PIN is not required. In either case, the funds for the transactions, plus any cash back, will be deducted from your share draft account. If these funds are not available in your share draft account at the time of the purchase, the transaction may not be approved.

The credit union, upon application and acceptance, will issue you a card and a PIN. If after receiving the card and PIN you choose not to use them, destroy the card by cutting or shredding.

### OVERDRAFTS

If you have an overdraft agreement on file with us and if there is not sufficient funds in your share draft account when the actual transaction is presented for payment, we will transfer funds from overdraft accounts, including Overdraft Protection Line of Credit and Overdraft Privilege, to cover the transaction.

### TERMS AND CONDITIONS

If the balance in your share draft account is not enough to cover debit card transactions, and there are no funds available via your Overdraft Protection Line of Credit and you have not consented to Extended Overdraft Privilege, we may terminate your debit card privileges. Other abuses of the share draft account such as, but not limited to: check kiting, non-sufficient funds, and excessive returned items, and past due GHS Federal Credit Union loans including GHS FCU Visa, may result in the termination of your debit card privileges.

The credit union cannot honor stop payments requests on debit card withdrawals or purchases.

If an amount is withdrawn in excess of funds available from your share draft or any overdraft accounts, you promise to reimburse the credit union for the amount overdrawn plus any fees or collections costs (including reasonable attorney fees, if applicable).

### USING THE DEBIT CARD

We are not responsible for merchant or ATM failure or refusal to honor your debit card.

### JOINT ACCOUNTS

Any and all joint owners on your account have the right to authorize the credit union to provide a joint owner a debit card on your account.



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## **LIMITATIONS**

All account limitations, such as Regulation D, apply with respect to debit card transactions and any overdrafts that may result.

## **FOREIGN TRANSACTIONS**

Foreign currency transactions will be converted to US Dollars under the application rules and regulations applicable at the time of the transaction as set forth by the credit card associations and U.S. government regulations governing credit cards and related transactions, including debit cards. An International Service Assessment (ISA) fee will be assessed at the rate of 1% of the US Dollar amount on all foreign transactions.

All transactions processed outside the United States (which may include internet transactions) will be charged the foreign transaction fee even if the customer is located within the United States.

## **OWNERSHIP OF THE DEBIT CARD**

The debit card is the property of GHS Federal Credit Union and we have the right to repossess the debit card at any time without notice to you. We can also authorize merchants to retain your card on our behalf. You may not transfer the card or account to anyone else.

## **SECURITY OF YOUR CARD**

You will be provided with a PIN that is required to perform ATM transactions with and to make purchases at some merchant locations with your debit card. You agree to safeguard this PIN and not disclose it to any other person and not record the PIN on the card itself.

## **LOST OR STOLEN DEBIT CARDS**

If your debit card is lost or stolen, call Lost and Stolen Support 24/7 immediately at 833-933-1681, or international 812-647-9794.

## **SECURITY AGREEMENT**

By signing the application you grant us a consensual security interest in all individual and joint accounts you have with the credit union now and in the future to secure all advances. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits.

Service fees may apply, refer to *Schedule of Fees*.

## **NON-VISA PIN-LESS DEBIT TRANSACTIONS**

You may use your Visa Debit Card to initiate both Visa debit transactions and non-Visa debit transactions without using a personal identification number (PIN) to authenticate the transactions.

To initiate a Visa debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and may be offered the choice by a merchant to choose to route the transaction over a Visa network.

If a merchant offers the opportunity to indicate your preference when completing the transaction, you may initiate a non-Visa debit transaction, by entering a PIN at a point-of-sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after indicating a preference to route it as a non-Visa transaction.

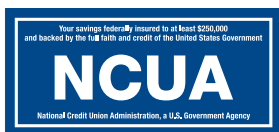
We have enabled non-Visa debit transaction processing on the NYCE, CIRRUS, CO-OP, and ALLPOINT networks. The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure will not apply to transactions processed through non-Visa networks. Please contact the credit union with any questions you may have regarding this notice.



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#### QUICK REFERENCE

- Your debit card should arrive within 7-10 days of the order
- You will need to activate the debit card prior to use
- Follow the directions found with the card
- Your debit card will act as your ATM card
- Call us if you have any questions regarding the debit card program: 607-723-7962 or 1-800-732-4447





## **Kasasa Cash Back - Truth In Savings Disclosure**

This disclosure contains the rules that govern your deposit account as of 12/1/2022.

### **Account Overview:**

Kasasa Cash Back: A free variable reward checking account with no minimum balance that rewards account holders with cash back on their debit card purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

### **Purpose and Expected Use of Account**

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. For example, five debit card transactions, each for a dollar, conducted at a convenience store, two days before the end of the cycle period would not be considered by our institution as normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

GHS Federal Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different share draft account or closed altogether. We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over 12 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A GHS Federal Credit Union check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back account, any optional add-on products / services associated with this account will also be terminated at the same time.

#### **Qualification Information:**

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash Back account during each Monthly Qualification Cycle:

- At least 1 direct deposit or ACH credit transaction(s)
  - At least 12 signature-based debit card purchases [each \$1.00 or more]
  - Be enrolled in and log into online or mobile banking
  - Be enrolled in and have agreed to receive e-statements rather than paper statements
  - Maintain a valid email address on record with credit union
- For clarity, in order to count as a qualifying transaction for the purpose of earning the account's rewards signature-based debit card purchases must be at least \$1.00

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards. The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, non-retail payment transactions and purchases made with debit or credit cards not issued by our credit union.

Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) day prior to the first banking day of the current statement cycle through one (1) day prior to the last banking day of the current statement cycle.

See our website or call (800) 732-4447 to speak with one of our branch service representatives for specific Monthly Qualification Cycle dates.

"Banking Day" means any day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or contact 1-800-732-4447 one of our branch service representatives for specific Statement Cycle dates.

### **Reward Information:**

When your Kasasa Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded.

When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 4% cash back on up to a total of \$200 debit card purchases that post and settle to the account during that cycle period. A maximum of \$8.00 cash back may be earned per Monthly Qualification Cycle.



You will receive reimbursements up to an aggregate total of \$20 for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction. When your Kasasa Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded.

Cash back payments and nationwide ATM withdrawal fee reimbursements will be credited to your Kasasa Cash Back account on the first processing/business day of the following statement cycle.

Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed.

#### **Additional Information:**

Membership restrictions may apply.

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply.

\$1 minimum deposit is required to open the account.

Monthly Direct Deposit/ACH payment, enrollment in e-statements, and at least 12 debit card transactions posted and settled are qualifications of this account.

Limit of 1 account(s) per social security number.

There are no recurring monthly maintenance charges or fees to open or close this account.

Advertised information and rewards are based on all account qualifications being met during each cycle period.

Contact one of our credit union service representatives for additional information, account details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions.

Federally insured by NCUA. Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government National Credit Union Administration, a US Government Agency.

**Trademarks:**

Kasasa and Kasasa Cash Back are trademarks of Kasasa, Ltd., registered in the U.S.A.