



## MEMBERSHIP AND ACCOUNT AGREEMENT

March 9th, 2017

### GENERAL MEMBERSHIP

**Membership:** Membership in the credit union is restricted to persons who at the time of application, are within the field of membership and meet the membership requirements. To maintain membership, a minimum share deposit of \$1 is required and must be maintained. This minimum share deposit of \$1.00 is required before opening any other type of account with the credit union.

**Member Services:** Various financial services are provided for members, including share and deposit accounts, share draft (checking) accounts, Individual Retirement Accounts (IRA's), share certificates, and a full range of loan products. Non-financial services include automatic teller machine access, telephone account access, online access, credit card accounts, notary public service, wire transfers, western unions, and automatic clearinghouse (ACH) transfers. These services are provided according to this membership agreement and/or the terms and conditions established by NCCFCU in any related agreements.

**Dividends:** Dividends may be paid on shares or deposit accounts, including checking (share draft) accounts. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Dividend rates are variable and subject to change, therefore, advance notice of rate change is not required.

**Statutory lien and right of set off:** All shares deposits, including Social Security, accumulated interest or dividends in any individual, joint, multiple party or transaction account at the credit union are subject to a statutory lien and right of set off for any amounts owed to the credit union by a member or other person having any ownership interest in the account. This lien and right of set off applies to any amounts in the account in the future. The credit union may exercise its lien and right of set off without notice and without judicial process. The lien and right of set off does not apply to amounts in any Individual Retirement Account.

**Change of terms:** We may change the terms and conditions of any account from time to time. You will receive notice of any changes that would adversely affect your accounts at least 21 days before the effective date of the change. However, no prior notice is required if an immediate change is necessary to protect the security of the account or the system. If the change becomes permanent, the credit union may notify members in writing on or with the next periodic statement, or within 30 days of making the change permanent.

**Account closing:** The account(s) of a member may be closed by the credit union if the member (a) has or may cause a loss to the credit union; (b) has not maintained any required minimum deposit requirements; (c) has filed a petition in bankruptcy; (d) has failed to behave properly at the credit union; or has violated any other terms or conditions of membership. You will lose your deposit of \$1.00 and be charged a \$25.00 early closure fee if the account is closed within 6 months of opening.

**National Credit Union Share Insurance Fund:** Your savings are federally insured to at least **\$250,000** and backed by the full faith and credit of the United States Government.

### ACCOUNT OWNERSHIP

**Designation on account card:** The ownership of any credit union accounts shall be designated on the applicable account card. Unless specific ownership is otherwise designated, the ownership of the share account shall apply to all additional sub-accounts having the same account number.

**Single account:** An account owned by one member (any individual, trust, or other organization eligible for membership). Upon the member's death, his/her interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary, subject to other provisions of the Agreement governing our protection for honoring transfer and withdrawal request of an owner or owner's agent prior to notice of owners death.

**Joint tenancy with rights of survivorship:** Any account owned as joint tenants with rights of survivorship shall be subject to the provisions of applicable North Carolina law. Any joint tenant may withdraw all amounts on deposit in the account. Upon the death of a joint tenant, a surviving joint tenant can withdraw amounts on deposit.

**Payable on death beneficiary:** The member may designate a payable on death beneficiary. Any account with a payable on death beneficiary shall be subject to applicable North Carolina law.

**Trust accounts:** Accounts of trusts may be established at the NCCFCU, which acts as the depository only for the trust account. Any trustee designated on any account card may transact any business on a trust account. NCCFCU may rely upon written evidence submitted by the trustee or successor trustee regarding the appointment of the trustee or the successor trustee.

### DORMANT OR INACTIVE ACCOUNTS

An account is dormant or inactive if no activity is recorded for 1 year or if mail is returned to the credit union as undeliverable. You may notify the credit union in writing if no activity is expected on an account, but you wish to maintain the account. NCCFCU applies charges related to the maintenance of dormant accounts; see *Schedule of Rates, Balances, and Fees*.

### ALL ACCOUNTS

You must have a share savings account with a balance of at least \$1 before you can open any other type of account.

**Rate Information:** The dividend rate and the annual percentage yield on all of our accounts are disclosed on the *Schedule of Rates, Balances, and Fees*. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The dividend rate and the annual percentage yield on any account type or new certificate may change monthly as determined by the credit union's Board of Directors. For certificates, the rate is determined by length of the certificate and the initial rate is applied throughout the entire dividend period.

**Balance computation method:** Dividends are calculated by applying the dividend rate to the average daily balance in your account.

**Accrual of dividends:** Dividends will begin to accrue on the business day you deposit cash or non-cash items (e.g. checks) to your account.

**Compounding and crediting:** Dividends on checking are compounded monthly credited monthly. If you close your account before dividends are credited at the end of the month, dividends earned to the day of closure will be credited when the account is closed.

**Periodic statements:** Objection to any item shown on a periodic statement of this account is waived unless made in writing to the credit union before the end of 60 days. After the statement is mailed or we send you notice that your statement is ready for electronic pickup. If you fail to report any suspected error on your statement within 60 days after it was first mailed or an electronic notice sent to you, you forfeit any right to claim any losses against us, regardless of whether we used ordinary care.

**Fees and charges:** Fees and charges may be assessed against your account as set forth by federal law. These fees and charges are set forth on the *Schedule of Rates, Balances, and Fees*.

### TRUTH IN SAVINGS

#### SHARE SAVINGS ACCOUNTS & SECONDARY SHARE ACCOUNTS

**Minimum balance requirements:** The minimum balance to open this account is \$1 for the purchase of one share (par value of \$1). You must maintain a minimum balance of \$1 in your account. Your account may be subject to other fees and charges as stated on the *Schedule of Rates, Balances, and Fees*.

**Transaction limitations:** During any Statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union. We reserve the right to at any time require not less than seven business days notice in writing before each withdrawal from a dividend-bearing account other than a time deposit or from any other account as defined by Regulation D.

### **HOLIDAY SAVINGS**

We will transfer the total balance of a Holiday Account to the share savings or other designated account, the first week of October. The account remains open at a zero balance and holds subsequent deposits until the following October transfer. **NO WITHDRAWALS** are permitted during the Holiday period.

### **SHARE BEAR CLUB SAVINGS**

Account is designed for children and is limited to children from birth to age 12. Child must have a social security number before opening the account. The minimum opening deposit to the account is \$1.00. There is no restriction on withdrawals.

### **CHECKING ACCOUNTS**

**Minimum Balance Requirements:** If you are ordering checks, you must make a deposit sufficient to cover the cost of the checks.

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

**Authorized signatures:** NCCFCU is authorized to pay drafts signed by any person on the account card. All such payments shall be charged against the shares in this account.

**Checks:** Only checks and draft blanks (and other methods) approved by the credit union may be used to make withdrawals from this account. NCCFCU is not responsible for any loss based on the use of forms not approved by the credit union.

**Check exceeding balance:** NCCFCU is under no obligation to pay a draft that exceeds the fully paid and collected balance in this account. If a draft that would exceed such balance and result in this account being overdrawn comes through, you may have NCCFCU do one of the following:

- (a) Advance from the overdraft line of credit
- (b) Transfer shares to this account in the amount of the resulting overdraft, plus a service charge, from any other regular share account from which any of the undersigned is then eligible to withdraw shares. **LIMIT THREE PER STATEMENT PERIOD.**

**Overdraft Privilege:** This discretionary service will be provided to eligible members and is designed to help guard members against having items returned unpaid. We will pay ATM transactions and everyday debit card transactions only when you authorize/ opt-in. The opt-in does not affect checks or ACH transactions. At the credit unions discretion, each eligible member will be provided a specific Overdraft Privilege limit. NSF/Overdraft fees of \$35.00 per item are included in the Overdraft Privilege limit. **Overdraft Privilege does not cover Bill Pay Payments.**

**Retention of checks:** Paid checks become the property of NCCFCU and are not returned either with the periodic statement of this account or otherwise.

**Liability:** Except for negligence, NCCFCU is not liable for any action it takes regarding the payment or nonpayment of this account or otherwise.

**E-statements:** Electronic statements are required for all checking accounts. If you elect to receive paper statements, your account will be assessed a \$2.00 fee per month.

**ESSENTIAL CHECKING** FREE (no monthly fee) checking account with direct deposit. Accounts without a recurring direct deposit (at least one per statement cycle) will be assessed an \$8.00 per month fee. The minimum deposit required to open this type of account is \$1.00.

**FRESH START CHECKING** Fresh Start checking gives you the opportunity to open an account even if you have a record on Chexsystems. This account is not eligible for overdraft privilege for debit card transactions or courtesy pay for ACH or check withdrawals that are returned due to non-sufficient funds. All personal and handwritten payroll checks will be put on a 5-business day hold. If your balance goes negative due to debit card use; your debit card privilege will be revoked. The Fresh Start account incurs a \$10 monthly fee. The minimum deposit required to open this type of account is \$1.00 PLUS a one-time \$10.00 account opening fee.

**#myCU STUDENT CHECKING Requirements:** The member must be a student between the ages of 13 and 26. For students aged 13-17, there must be a qualified adult joint owner who will assume responsibility for the account and pledge his/her shares to backup the student's account. Account owner must have at least one recurring direct deposit per statement cycle to avoid an \$8.00 per month fee for the account. The minimum deposit required to open this type of account is \$1.00. This account type is granted ONE ODP/NSF fee refund PER YEAR.

**WorkPerks™ CHECKING Requirements:** The member must be employed by one of our employer partner groups to be eligible for this type of account. Proof of employment should be provided at account opening. Accounts without a recurring direct deposit (at least one per statement cycle) will be assessed an \$8.00 per month fee. The minimum deposit required to open this type of account is \$25.00. This account earns interest; see *Dividend Rates* for current interest rates. This account type is granted ONE ODP/NSF fee refund PER YEAR.

**SELECT CHECKING** Interest-bearing checking account. Accounts that do not maintain an average daily balance of \$2,500 OR have an active loan with a balance greater than \$5,000 will be assessed a \$10.00 per month fee. The minimum deposit required to open this type of account is \$100.00. This account earns interest; see *Dividend Rates* for current interest rates.

### **MONEY MARKET SAVINGS ACCOUNT & CASH MANAGEMENT CHECKING.**

**Rate information:** You will be paid this rate for the initial dividend period.

**Minimum balance requirements:** The minimum balance to open this account is \$1,000 and a \$1,000 minimum daily balance is required as stated in the *Schedule of Rates, Balances, and Fees*. If, during any month, your account balance falls below the required minimum daily balance your account will not earn dividends until the balance reaches \$1,000 again.

**Fees and charges:** There is a \$20.00 charge for each debit item that exceeds the limits set in the "Transaction Limitations" section.

**Transaction limitations:** During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.

### **INDIVIDUAL RETIREMENT ACCOUNTS (IRAs) and CERTIFICATE ACCOUNTS**

#### **INDIVIDUAL RETIREMENT ACCOUNTS (IRAs)**

NCCFCU offers Traditional and Roth IRAs. These are long-term savings plans. IRA shares of \$500 or more may be rolled into IRA share certificates for even higher yields.

**Minimum balance requirements:** The minimum balance to open an IRA is \$25, as stated in the *Schedule of Rates, Balances, and Fees*.

**Transaction limitations:** Withdrawals from IRA share accounts are subject to federal tax withholding as specified by the IRS. We reserve the right to at any time require not less than seven business days notice in writing before each withdrawal from a dividend-bearing account other than a time deposit or from any other account as defined by Regulation D.

#### **CERTIFICATE ACCOUNTS**

**Minimum balance requirements:** The minimum balance to open a share certificate is \$500, as stated in the *Schedule of Rates, Balances, and Fees*.

**Renewal Information:** If funds are not withdrawn, share certificates automatically renew at the dividend rate offered at the time of renewal. You have 10 days after the maturity date of your certificate in which to withdraw the funds with no penalty. If you withdraw only a portion of the funds, reducing the principal sufficient to drop to another tier, the dividend rate may change.

**Transaction limitations:** Deposits to a share certificate are not allowed once the account is opened. There is a substantial penalty for early withdrawal.

**Fees & Charges:** Early withdrawal results in a loss of 90 days of dividends on the amount withdrawn from the certificates of less than 12 month; 180 days on certificates of 12 months or more.

**Maturity date:** The maturity date of your account is stated on the Certificate Agreement or on the periodic statement.

### **ELECTRONIC FUNDS TRANSFER**

As a user of electronic funds transfer service, you may have access to specifically identified automated teller machines, *Tellerphone*, *ONLINE BANKING*, Visa Debit, and Automated Clearing House (ACH) services. Refer to your ATM & Visa Check Card agreement for terms & conditions associated with those cards.

The following are types of Electronic Funds Transfers we can handle, not all of which may apply to your account: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via ACH (Automated Clearinghouse), transfers initiated by telephone, transfers resulting from debit card transactions (whether or not initiated through an electronic terminal) and payments made by a bill payer under a bill payment service (unless made solely by check, draft or similar paper instrument), and online banking.

**Electronic Check conversion (ECK) transaction:** An ECK transaction occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be proceeding when it has been authorized by the member. A member authorizes the transaction when he receives the appropriate notice and then goes forward with the transaction.

**ACH & Wire Transfers:** 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. We may accept on your behalf, payments to your account that have been submitted by Fed Wire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fed wire. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

**Preauthorized transfers TO your account:** You may arrange to have direct deposits made to your account from the same person or company. You may call the number on your periodic statement or call *Tellerphone* or access *Online banking* to see if the transfer did occur.\

**Right to stop payment:** You can stop any of these payments. Call our Main Branch toll-free at 1-800-734-8204 in time for us to receive your request, three business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days of your call. See the *Schedule of Rates, Balances, and Fees* for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner; failure to do so may result in the payment of the item.

### **TELLERPHONE AND ONLINE BANKING**

You may access your account through *Call 24 Tellerphone*, our telephone transaction system. You use your account number and your *Tellerphone* authorization code (PIN), and a Touch-tone phone. You can enroll in Online Banking by clicking "Enroll Now" in the top right corner of our homepage at [www.nccfcu.org](http://www.nccfcu.org). Follow the instructions to create your Access ID and Password to be used for future logins. Monetary transfers from share savings and Money Market accounts via *Tellerphone* and Online Banking are included, under Regulation D, as part of the six allowed transfers per month. **Within Online Banking and tellerphone, you can complete these transactions:** View deposit and loan account balances and history, transfer funds from share savings to any sub account, advance funds from a line of credit to related share or savings account, make loan payments from related share or savings accounts, get balance information, verify check clearings, get dividends earned on share or saving accounts, get balance information, get dividends earned on share, view interest paid on loans\*, order Checks\* and view e-statements\* (\* indicates service offered via Online Banking only).

### **ONLINE BANKING BILL PAYMENT SERVICES**

You may pay recurring bills through *Online Banking Bill Payment Services*. You must be enrolled in Online Banking to use Bill Payment services. Payments may be made from checking and savings; however, Regulation D limits the number of transfers from savings to no more than six a month. Some vendors will not accept payments made through online bill payer systems. If you select a vendor that will not accept payment, you will receive an e-mail notice that the vendor will not accept your payment. See *Schedule of Rates, Balances, and Fees*.

**To sign up:** Login to Online Banking first, then click the "Payments" link. Follow the directions to complete your enrollment in Bill Pay. Bill Payment functions allow you to: view pending payments, view payment history, manage payees (e.g., change vendor name and address), add one vendor payment or add multiple vendor payments at one time and access customer support.

**Timing of payments:** NCCFCU processes payments through a third party vendor and is not responsible for the timing of payments. Allow about 10 working days for your payment to reach the vendor. Mail payments take longer than those sent electronically. The vendor determines which type of payment it will receive. NCCFCU is not responsible for late payments. We are only responsible in the event we fail to complete a payment in accordance with your correct instructions.

**Sufficient funds:** You must have sufficient funds in your account to cover the payment. We will not take your balance negative to make a scheduled payment.

**Liability:** NCCFCU's liability is stated in a separate section of this document, *Financial Institution's Liability*. In no case will NCCFCU be liable for consequential, indirect, or punitive costs or damages. NCCFCU and the bill payer service provider will carry out your instructions in a reasonable manner.

### **ATM TRANSACTIONS**

You may access your account(s) by NCCFCU ATM using your ATM or Visa Check Card and personal identification number (PIN) to: get balance information on savings and checking accounts, make withdrawals from savings and checking, make deposits at an NCCFCU ATM, transfer money from savings to checking (or vice versa) or make payments to NCCFCU loans by check deposit or transfer from savings or checking.

At \*\*foreign Star® and Cirrus® ATMs you can get balance information and make cash withdrawals from checking or savings, depending upon how your account is set up. Some of these services may not be available at all terminals. The way your card is set up also affects what transactions you can do.

\*\*Foreign means an ATM that participates in these networks, but is not owned by NCCFCU.

**ATM Card Transactions:** You can use your NCCFCU ATM card to access your share savings and checking account at the ATM to get cash and make deposits, pay for services (in person), get cash from a merchant, if merchant policy permits, or from participating financial institutions. The maximum daily limits are \$310 at the ATM.

**Visa® Check Card POS transactions:** You may access your NCCFCU share savings and checking account at the ATM to get cash and make deposits. You may access your NCCFCU checking account to purchase goods and services in person and online as well as get cash from a merchant (if merchant policy permits) or from participating financial institutions. Daily Visa Check Card limits are \$310 for ATM withdrawals; \$1,500 for point of sale purchases.

**Currency conversion/Foreign Transactions:** Purchases and cash advances you make in foreign countries and foreign currencies will be billed to you in U.S. dollars. Visa will charge a 1% International Transaction Fee. The converted transaction amount and the International Transaction Fee will appear as separate items on your statement. The fee is assessed on all international purchases, credit vouchers, and cash disbursements. In addition, Visa will select the conversion rate from a table with a range of rates available in the wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date, and 1%. Visa will impose a 0.8% fee on foreign transactions where a currency conversion is not performed.

**Illegal use:** You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of payment card logo by, for example, an online merchant does not necessarily mean that the transactions are lawful in all jurisdictions in which the card holder may be located.

### **REMOTE CHECK DEPOSIT**

You may utilize our mobile application to deposit checks without having to physically come to a branch. Mobile Deposit Capture is available to all consumer members of the credit union; this service is not available for business accounts at this time. You must be enrolled in online banking before you can access your

account via our mobile app. You must have our mobile application on your smartphone in order to use mobile deposit capture. If you have an Android® device, you can download our mobile application by searching for “NC Community Credit Union” in the Google Play® store. If you have an iPhone® or an iPad®, search for “NC Community Credit Union” in the Apple iTunes® store to download. Checks deposited remotely are subject to our standard *Funds Availability* policy; see this section of this agreement for further information. NCCFCU reserves the right to revoke the privilege of any RCD user at any time for activity that is deemed suspicious, fraudulent or abusive in any way.

## **FEES**

Please refer to the *Schedule of Rates, Balances, and Fees* for applicable fees.

**ATM operator/network Fees:** You may be charged a surcharge fee by the owner of a non-NCCFCU ATM or by the network used and you may be charged for a balance inquiry even if you do not complete a funds transaction. NCCFCU charges you **\$2.00** when you use a non-NCCFCU ATM. #myCU checking accounts are eligible for two FREE foreign ATM usages each month; WorkPerks checking accounts and Select checking accounts are eligible for one FREE foreign ATM usage per month.

## **PERIODIC AND E-STATEMENTS**

**Periodic statement:** We produce a monthly statement of your NCCFCU checking account. Statements for share (savings) account are produced each month in which there are EFT transfers, otherwise, you will get a quarterly statement.

**Electronic statement:** NCCFCU provides you the ability to view and/or print your statement(s) anytime online via online banking and e-statements. YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON PAPER or receive it electronically; however, NCCFCU assesses a \$2.00 per month (or per statement cycle for savings only accounts with no activity) fee if you elect to have paper statements mailed to you. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. NCCFCU will provide you error-resolution information with each periodic statement.

**Authorizing e-statements:** You can enroll in E-statements by logging in to Online Banking and clicking “View Statement” in the Actions dropdown beside your account. You will be required to accept the e-statement disclosures online before you will stop receiving a paper statement. We will consider your request for e-statements to be your agreement that NCCFCU will post your statement in a secure location and notify you via e-mail that your statement is ready for pickup. **We will stop sending paper statements on this account unless you notify us that you no longer wish to receive e-statements; however you can always request a special copy of the statement be created for you.** See *Schedule of Rates, Balances, and Fees*.

**Canceling e-statements:** If you are not happy with e-statements, you can switch back to paper statements through Online Banking by clicking “View Statement,” selecting the “My Profile” link in the navigation bar and clicking the box for paper statements (which will uncheck the e-statements box). Be sure to click “Save” before leaving the page. See the *Schedule of Rates, Balances and Fees* for applicable charges for receiving paper statements.

**Supplemental paper statement:** If you need to get a paper copy of your statement, you may do so by calling our Main Branch toll-free at 1-800-734-8204. See the *Schedule of Rates, Balances, and Fees* for applicable charges for statement copies.

**Member Responsibilities:** It is your responsibility to keep NCCFCU apprised of your current e-mail address. Failure to notify NCCFCU of e-mail address changes is treated just as failure to notify us of new physical address. See the *Schedule of Rates, Balances, and Fees* for this charge. If e-mail is returned undeliverable, we will attempt to re-send it; however, it is your responsibility to contact us if you do not receive your statement or notice of statement.

## **FINANCIAL INSTITUTION'S LIABILITY**

**Failure to make transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are, however, some exceptions, for instance:

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

**Our liability if transfers are not made or stopped:** You agree that we shall have no liability to you for our failure to make or stop preauthorized transfers, except where such failure is intentional or the result of negligence on our part.

**Liability for failure to stop payment:** If you order us to stop one of these preauthorized payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

## **UNAUTHORIZED TRANSFERS**

### **Your liability for unauthorized uses: VISA Zero Liability**

If your Visa card information is stolen, you owe nothing on fraudulent transactions. Visa's Zero Liability policy means 100% protection for you. Should someone steal your card number while you are shopping, online or off, you will pay nothing for the fraudulent activity. The Zero liability policy covers all Visa credit and debit card transactions processed over the visa network-online or off. The only transactions not covered under the Zero liability policy are commercial card, ATM, and non-Visa-branded PIN transactions. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement is mailed to you, you may not get back any money. If you believe you're Card or PIN has been lost or stolen, or that your statement shows transfers that you did not make, call or write to the credit union using the telephone number and address shown on your monthly or quarterly statement.

## **BRANCH LOCATIONS AND HOURS**

**Main Office** - 2401 East Ash Street, P.O. Drawer 10589, Goldsboro, N.C. 27534 Monday –Friday, 8:00AM-5:00PM, Drive Thru – Thursday 8:00AM-5:30PM, Friday 8:00AM-6:00PM, Toll-Free 1-800-734-8204

**Base Office** – 1350 Edwards Street, Seymour Johnson AFB, N.C. 27531, Monday – Friday 8:30 AM - 1:00 PM, 2:00 PM - 5:00 PM, 919-722-1919

## **ERROR RESOLUTION**

You have 60 days after receiving a periodic statement to notify the credit union that an error has occurred. The notice may be written or oral; however, NCCFCU may require you to provide written confirmation of an error within 10 business days of an oral notice. If you make a timely request for documentation on further clarifications to determine whether or not an error has occurred, your notice will be considered timely if received by NCCFCU no later than 60 days after the credit union receives it. NCCFCU must promptly investigate the matter and determine within 10 business days whether or not an error occurred (20 days for a new account, i.e., less than 30 days old.) However, the credit union may take up to 45 days (90 days for foreign and POS debit card transaction, and new accounts) to conduct its investigation if it: provisionally credits your account within 10 business days of receiving the error notice (20 days for new accounts); informs the member within 2 business days after providing the provisional credit of the amount and date of the crediting, and gives the member full use of the funds; corrects the error, if any within 1 business day after determining that an error occurred or reports the results to the member within 3 business days after completing the investigation (including, if applicable, notice that provisional credit has been made final. We must include a written explanation of our findings when we report the results of the investigation to you. The explanation must note your right to request the documents that we relied on in making our determination. If we debit the provisionally credited amount, we must notify you of the following: the date and amount of the debiting; that we will honor checks/drafts or similar instruments payable to third parties and preauthorized transfers from your account (that we will honor checks/drafts or similar instruments payable to third parties and preauthorized transfers your account without charge as a result of an overdraft) 5 business days after the notification. What if no error occurred? NCCFCU must include a written explanation of its findings when it reports the results of the investigation to the member. The explanation must note the member's right to request the documents that the credit union relied on in the making its determination.

## **CHILDREN'S ONLINE PRIVACY PROTECTION ACT—(COPPA) STATEMENT**

For purposes of this statement, a child is considered any individual under the age of 13. We do not seek to collect personal information about children through our website. The only time we collect data from children is that data necessary to allow them access to their accounts through *Online Banking at home*.

**FUNDS AVAILABILITY POLICY DISCLOSURE FOR CHECKING ACCOUNTS**

This policy applies to all checking accounts at NCCFCU. Our policy is to make funds from your deposits available to you for withdrawal on the first business day after the day we receive your deposit. Electronic direct deposits are available for withdrawal on the day we receive the deposits. Please remember that even after we make funds available to you and you withdraw the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we consider that day to be the day of deposit. If you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. Depending on the type of check that you deposit, your check may be subject to up to a 9-day hold before all funds are released for use to ensure that the check clears properly. You will be notified at the time of deposit if a check hold is required, the length of the required hold and when the total deposited funds will be available to you. However, the first \$200 of your deposit into a checking account will be available on the first business day after we receive your deposit. If your deposit is not made directly to one of our employees or if we decide to delay availability after you have left the premises, we will mail you a notice by the day after we receive your deposit. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: we believe a check you deposit will not be paid, you deposit checks totaling more than \$5,000 in any one day, you re-deposit a check that has been returned unpaid, you have overdrawn your account repeatedly in the last six months, there is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the ninth business day after the day of your deposit.

**Special rules for new accounts: All accounts open for less than 30 days are new accounts.** Next-day availability applies only to cash, electronic direct deposits, and the first \$5,000.00 of any next-day item; the remaining amount from next-day items must be made available by the ninth business day.

**PRIVACY POLICY**

FACTS	What does North Carolina Community Federal Credit Union do with your personal information?	
Why?	Financial companies choose how they share personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and income, account balances and payment history and credit history and credit scores. When you are no longer our member, we continue to share information as described in this notice.	
How?	All financial companies need to share member personal information run their everyday business. In the section below, we list the reasons financial companies can share their member's personal information; the reasons that North Carolina Community Federal Credit Union chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does NCCFCU Share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or to 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 or experiences.	No	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	No
For nonaffiliates to market to you.	No	No
Who We Are		
Who is providing this notice?	North Carolina Community Federal Credit Union	
What We Do		
How does NCCFCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does NCCFCU collect my personal information?	We collect your personal information, for example, when you: Open an account or deposit money, pay your bills or apply for a loan or use your credit or debit card. We also collect your personal information for others, such as credit bureaus, affiliates or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes (information about your creditworthiness), affiliates from using your information to market to you, and sharing for nonaffiliates to market to you. State law and individual companies may give you additional rights to limit sharing.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. NCCFCU does not have affiliates.	
Non-affiliates	Companies not related by common ownership and control. They can be financial and non-financial companies. Non-affiliates with which we share may include check printing firms, data processors, statement printing firms and other service providers.	
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. We may disclose all of the information we collect, as described in the	

	above notice, to such companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.
<b>Other important information</b>	
For more information on our Privacy Policy, you may write us at 2401 E. Ash Street, Goldsboro, NC 27534, or call us at 1.800.734.8204.	

**SCHEDULE OF RATES, BALANCES AND FEES  
DIVIDEND RATES AND MINIMUM BALANCES AS OF March 9th, 2017**

Account	Rate	Yield APY*	Minimum to Open
Share savings, Christmas Club, Special Purpose	0.05%	0.05%	\$1.00
Share Bear Club	0.05%	0.05%	\$1.00
<b>WorkPerks™ and Select Checking Account Balances</b>			\$25- WorkPerks Checking
\$000 - \$2,499	0.0%	0.0%	
\$2,500 and up	0.05%	0.05%	\$100- Select Checking
IRA Passbook Savings	.05%	.05%	\$25.00
<b>Money Market/Cash Management Checking</b>			\$1,000
\$1,000 to \$14,999	0.01%	.01%	
\$15,000 to \$100,000	0.07%	0.07%	
>\$100,000	0.15%	0.15%	

**IRA/TIERED SHARE CERTIFICATES** Minimum balance to open - \$500.00

TERM	<\$100,000		≥\$100,000	
	RATE	APY*	RATE	APY*
6-17 months	.10%	.10%	.18%	.18%
18-35 months	.25%	.25%	.30%	.30%
36-59 months	.35%	.35%	.40%	.40%
60 + months	.70%	.70%	.75%	.75 %

\* - Annual Percentage Yield, dividend based on average daily balance for each statement period

**IMPORTANT NOTICE:** All rates are fixed and subject to change without notice. To ensure that you get the most current rate, please check our website for up to the minute rates.

**FEES FOR SERVICES**

Non-NCCFCU ATM Fees	\$2.00
Paper Statements	\$2.00/statement cycle
Dormant Account Fee	\$7.00/month
Replacement Debit/ATM Card	\$5.00
Debit Card PIN Replacement	\$3.00
Check Cashing	FREE/unlimited
Check Writing	FREE/unlimited
Assisted Check Order (Phone)	\$10.00/order
Excessive Money Market Debits	\$20.00/item
Overdraft from Savings	\$5.00/transfer
Assisted Transactions/Inquiries	\$2.00/transaction
Cashier's Checks	\$8.00 each
Stop Payment	\$30.00
Returned Deposit Item	\$12.00
NSF/Overdraft Fee	\$35.00 per item
Check Copies	\$2.00 each
Statement Copies	\$5.00 each
Account Activity Printout	\$1.00/page
Research and Reconciliation	\$20.00/hour
Undelivered Mail	\$15.00; refunded upon request
Early Closure Fee (if account closed within 180 days of opening)	\$25.00

**WESTERN UNION & WIRE TRANSFERS**

	Domestic	International
Western Union	\$15.00	\$15-\$46.50 depending on amount
Wire Transfer	\$15 incoming/ \$20 outgoing	\$15 incoming/ \$45 outgoing