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# AGREEMENTS AND DISCLOSURES

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY DISCLOSURE. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean NEIGHBORS FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any VISA Check Card issued to You by Us and any duplicates or renewals We may issue. Our personal computer account access system is hereinafter referred to as "Home Banking," whereas "Mobile Banking" refers to Our internet enabled cellular phone account access system. "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

#### **NEIGHBORS FEDERAL CREDIT UNION MEMBERSHIP**

To apply for membership with Neighbors Federal Credit Union, You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within Neighbors Federal Credit Union's common bond as outlined in the Credit Union's Charter.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons.

By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

#### FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined herein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

# ACCOUNT AGREEMENT

#### YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH NEIGHBORS FEDERAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

JOINT ACCOUNTS. If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners. We can release or pay any amount on deposit in Your Account to any Owner. We can honor Checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. It is the responsibility of joint account. Owners to determine any legal effects of opening and maintaining a joint account.

**CUSTODIAL ACCOUNTS.** Any custodial account is subject to the Uniform Transfer to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**TRUST ACCOUNTS.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. We require all Trust Accounts to name a beneficiary. For Revocable Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. If the Account Designation shows a payable on death status, any Beneficiary has rights to the Account only if alive and only if the Settlor is deceased. If the Beneficiary dies before the Settlor, the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**ARBITRATION.** Any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties hereby waive and give up all rights to a jury trial or class action relief.

**INDEMNITY.** You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements and Disclosures and/or Your failure to abide by its terms. In the event of any claim made by or against Us, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense promptly defend, indemnify, protect and hold harmless the Credit Union against said claim

or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all actual attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us. Such methods may include deposits made in person, by mail, electronic means, remote deposit capture, and any other means that may become available. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day in an order of Our choosing, all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

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# **ACCOUNT AGREEMENT (continued)**

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will be made either from Your line of credit up to Your available credit limit and/or from Your Primary Savings Account, provided You have enough available funds in that Account, depending upon the preference You have indicated to Us for clearing any such overdraft(s). Any overdraft transfers from Your Primary Savings Account or line of credit with Us may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGINATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be constructed in accordance with and governed by the laws of the state of Louisiana as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account.

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE OR DORMANT ACCOUNTS.** Inactive Accounts (Accounts with no withdrawals or deposits within a two-year period) may be subject to an Inactive Account Fee. We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a Primary Savings Account balance below the \$5.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union; (g) failed to meet other obligations to Us; (h) failed to comply with applicable law and/or Our then existing Bylaws and Amendments; (i) been directly involved in any fraudulent activity; (j) been convicted of a crime; (k) committed, or threatened, acts of violence against Our employees, agents or members; or (I) failed to conduct themselves in a civil and businesslike manner.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** You may ask Us orally to stop payment on a Check. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request.

CHECKS AND OTHER ACCOUNT ACCESS DEVICES. Any Check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT CHECKS.** You understand that postdating a Check will have no effect on whether or not it is honored prior to or after the date of any such Check. A stale Check is any Check received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Check, or other item presented for payment on Your Account without any liability.

**CHECK SAFEKEEPING.** Check Safekeeping is automatic on Your Account and Your cancelled Checks will not be returned to You. If You subsequently request a copy of a Check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Check.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If Your Account is an organizational, partnership or corporate account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that all partners, owners or organizational members be individually eligible for membership.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

You further agree that You will notify Us promptly in writing with Your signature of any new or updated email address (provided You have previously provided Your email address to the Credit Union). You also agree that in the event You fail to supply Us with Your current email address and We are unable to supply You with any required notification that You have previously requested that We deliver to You electronically, then the Credit Union will not be liable for any failure to deliver such notification.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

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# **ACCOUNT AGREEMENT (continued)**

**ELECTRONIC COMMUNICATIONS.** By applying for membership in the Credit Union, You authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or term Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other accounts You may maintain with Us from time to time including, but not limited to, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on any Account or services described in these Agreements and Disclosures, You agree to pay all costs of collection, including but not limited to, court costs, private process server fees, investigation fees, reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any collateral, or other costs incurred by Us.

You also agree and understand that the Credit Union may retain the services of a collection agency and pay such agency a fee calculated on a percentage basis, and You agree that except as otherwise provided by law, the amount of such fee will be Our actual cost of collection, exclusive of any court costs and You agree to pay these amounts.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Louisiana, except to the extent that federal law controls.

#### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For Your own safety, be careful. The following suggestions may be helpful.

1. Prepare for Your transactions at home (for instance, by filling out a deposit slip) to minimize Your time at the ATM or night deposit facility.

- Mark each transaction in Your account record, but not while at the ATM or night deposit facility. Always save Your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- 3. Compare Your records with the account statements You receive.
- 4. Don't lend Your ATM Card to anyone.
- 5. Remember, do not leave Your Card at the ATM. Do not leave any documents at a night deposit facility.
- 6. Protect the secrecy of Your Personal Identification Number (PIN). Protect Your ATM Card as though it were cash. Don't tell anyone Your PIN. Don't give anyone information regarding Your ATM Card or PIN over the telephone. Don't write Your PIN where it can be discovered. For example, don't keep a note of Your PIN in Your wallet or purse.
- 7. Prevent others from seeing You enter Your PIN by using Your body to shield their view.
- 8. If You lose Your ATM Card or if it is stolen, promptly notify Us. You should consult the other disclosures You have received about electronic fund transfers for additional information about what to do if Your Card is lost or stolen.
- 9. When You make a transaction, be aware of Your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany You when You use the facility, especially after sunset. If You observe any problem, go to another ATM or night deposit facility.
- 10. Don't accept assistance from anyone You don't know when using an ATM or night deposit facility.
- 11. If You notice anything suspicious or if any other problem arises after You have begun an ATM transaction, You may want to cancel the transaction, pocket Your Card and leave. You might consider using another ATM or coming back later.
- 12. Don't display Your cash; pocket it as soon as the ATM transaction is completed and count the cash later when You are in the safety of Your own car, home, or other secure surrounding.
- 13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to Your surroundings.
- 14. We want the ATM and night deposit facility to be safe and convenient for You. Therefore, please tell Us if You know of any problem with a facility. For instance, let Us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

# ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

#### SPECIFIC TERMS APPLICABLE TO YOUR PRIMARY SAVINGS ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$5.00. You must maintain a minimum daily balance of \$100.00 in Your Account each day to obtain the disclosed APY.

**Transaction Limitations.** You will be permitted to make five withdrawals from Your Account per month. You will be charged a fee for each withdrawal from Your Account in excess of five per month.

#### SPECIFIC TERMS APPLICABLE TO YOUR EXTRA SAVERS ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled

account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** You must maintain a minimum daily balance of \$100.00 in Your Account each day to obtain the disclosed APY.

**Transaction Limitations.** You will be permitted to make five withdrawals from Your Account per month. You will be charged a fee for each withdrawal from Your Account in excess of five per month.

#### SPECIFIC TERMS APPLICABLE TO YOUR BASIC, MASCOT, MASCOT PLUS, CLASSIC, CLASSIC PLUS AND GOLD CHECKING ACCOUNTS

Dividend Information. No dividends are paid on these Accounts.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$25.00.

Transaction Limitations. No transaction limitations apply to these Accounts.

#### SPECIFIC TERMS APPLICABLE TO YOUR PLATINUM AND GOLD DIVIDEND CHECKING ACCOUNTS

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** You must maintain a minimum daily balance of \$2,500.00 in Your Account each day to obtain the disclosed annual percentage yield.

Transaction Limitations. No transaction limitations apply to these Accounts.

#### SPECIFIC TERMS APPLICABLE TO YOUR NEIGHBORS DIVIDEND AND NEIGHBORS DIVIDEND PLUS CHECKING ACCOUNTS

**Tiered Variable Rate Information.** These Accounts are subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled account disclosure rate supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00. You must maintain an average daily balance of at least \$1,500.00 during each calendar month in order to earn the disclosed APY and to avoid a fee.

Transaction Limitations. No transaction limitations apply to this Account.

Additional Information. In order to earn dividends at the disclosed rate and be eligible to receive credit for ATM fees incurred (subject to a maximum of \$4.99 per item and \$20.00 per month), during each qualifying period You must: (a) make 10 or more point of sale transactions (evidenced by Your statement) using Your Debit Card; (b) consent to receive Your periodic statements electronically; (c) maintain an average daily balance of at least \$1,500.00; and (d) make at least 1 direct deposit to, or ACH debit from, Your Account. Each qualifying period will begin on the first day of the current dividend period, and end on the last day of the current dividend period.

#### SPECIFIC TERMS APPLICABLE TO YOUR WEALTH CHECKING ACCOUNTS

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00. You must maintain an average daily balance at least equal to \$50,000.00 during each dividend period in order to avoid a fee.

Transaction Limitations. No transaction limitations apply to these Accounts.

# SPECIFIC TERMS APPLICABLE TO YOUR FREE CASH BACK CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00.

Transaction Limitations. No transaction limitations apply to this Account.

Additional Information. In order to earn cash back at the rate of \$0.05 per VISA Check Card Purchase, and donations to the Neighbors Capital Area Foundation at the same rate of \$0.05 per VISA Check Card purchase, during each qualifying period You must: (a) have direct deposit(s) equal to, or greater than \$500.00 post to Your Account each month; and (b) consent to receive Your periodic statements electronically. Each qualifying period will begin on the first day of the month, and end on the last day of the month.

#### SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in

Your Account each day to obtain the disclosed annual percentage yield and to avoid a fee.

**Transaction Limitations.** Withdrawals from Your Account are subject to a minimum of \$250.00. Additionally, during any statement period You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized 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 these limitations, Your Account may be subject to a fee.

#### SPECIFIC TERMS APPLICABLE TO YOUR IRA ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this disclosure.

**Transaction Limitations.** Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

#### SPECIFIC TERMS APPLICABLE TO YOUR SHARE AND INDIVIDUAL RETIREMENT ACCOUNT CERTIFICATE ACCOUNTS

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

Renewal Policies. Whether Your Account will renew automatically upon maturity is shown in the separate "Share Certificate or Individual Retirement Account Certificate." If Your Account will renew automatically at maturity, You will have a 10-calendar-day grace period immediately following the maturity of Your Account during which You may make deposits to and withdrawals from Your Account without penalty. If Your Account will not renew automatically at maturity, Your Account balance will be transferred to an account You designate, and You will not be paid dividends on Your Account after maturity.

**Transaction Limitations.** For all Certificate Accounts, once Your Account is established, You may not make any further deposits into Your Account and You will be permitted to make one withdrawal prior to the maturity date, subject to Our Early Withdrawal Penalties and subject to any applicable IRS imposed penalties. Individual Retirement Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds from Your Account before the maturity date. For withdrawals that occur 730 days or less prior to the maturity date, the penalty imposed will equal 50.00% of the dividends that would have otherwise been accrued and paid during the remaining term. For withdrawals that occur more than 730 days prior to the maturity date, the penalty imposed will equal 5.00% of the principal amount withdrawn.

#### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Member in Good Standing.** The Account services described in this brochure are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan.
- a Primary Savings Account balance below the \$5.00 minimum.
- an unresolved deposited returned check.
- any unpaid and uncollected fees.
- a negative balance on an account.
- caused a financial loss to the Credit Union.

#### ACCOUNT DISCLOSURES (continued)

- failed to meet other obligations to Us.
- failed to comply with applicable law and/or Our then existing Bylaws and Amendments.
- been directly involved in any fraudulent activity.
- been convicted of a crime.
- committed, or threatened, acts of violence against Our employees, agents or members.
- failed to conduct themselves in a civil and businesslike manner.

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your Account drops below one share (\$5.00) for a period of 90 days or more, We may, at Our option, close Your Account. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements for Your specific Account type.

**Nonsufficient Funds Returns.** Any Check or pre-authorized transfer, or transaction made through the use of Your ATM or debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

**Overdraft Balance Calculation.** When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

Variable Rate Information. For all dividend-bearing Variable Rate Accounts, the dividend rate and APY may change every dividend period based on the determination of the Credit Union Board of Directors.

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

Additional Transaction Limitations. For all Accounts (except Checking Accounts) during any statement period, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

**Compounding and Crediting.** For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum daily balance requirement for Your Account. You will not be paid any accrued but uncredited dividends at the time You close Your Account. Additionally, for all dividend-bearing Accounts (except for Money Market, Certificate, Wealth Checking, Platinum Checking, Gold Dividend Checking, Neighbors Dividend Checking and Neighbors Dividend Plus Checking Accounts) the dividend period is quarterly and dividends will be compounded and credited quarterly. For Money Market, Wealth Checking, Platinum Checking, Gold Dividend Checking, Neighbors Dividend Checking, Neighbors Dividend Suile be compounded and credited quarterly. For Money Market, Wealth Checking, Platinum Checking, Gold Dividend Checking, Neighbors Dividend Checking and Neighbors Dividend Plus Checking Accounts, the dividend period is monthly and dividends will be compounded and credited monthly. For Certificate Accounts, the dividend period is monthly and dividends will be compounded and credited to Your Share Account monthly, depending on the method You select at the time Your Account is established.

**Balance Computation Method.** For all dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in Your Account each day.

Accrual on Noncash Deposits. For dividend-bearing Accounts, dividends will begin to accrue no later than the business day that You deposit noncash items (e.g. checks) into Your Account.

**Other Fees and Charges.** Any fees and charges applicable to Your Account are disclosed on the accompanying schedule of fees and charges provided in conjunction with these Agreements and Disclosures.

#### ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CHECK CARD, OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("HOME BANKING") AND OUR INTERNET ENABLED CELLULAR PHONE ACCOUNT ACCESS SYSTEM ("MOBILE BANKING"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

VISA CHECK CARD, HOME BANKING AND ON-LINE BILL PAYING, MOBILE BANKING AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to, the following: (a) Your VISA Check Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) any check which You authorize the payee to process electronically; (c) Our Audio Response system; (d) Our Home Banking and On-Line Bill Paying system; and (e) Our Mobile Banking system.

An electronic fund transfer is any transfer of funds which is performed through the use of Your VISA Check Card, E-Check, Our Home Banking and On-Line Bill Paying system, Mobile Banking or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to machines; (c) You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state

and/or Federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your Primary Savings or Primary Checking Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Account in any order We determine; (2) We cannot honor stop payment requests on VISA Check Card, Home Banking and On-Line Bill Paying, Mobile Banking and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your Savings and/or Checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**JOINT ACCOUNTS.** If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Neighbors Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

# ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.** You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with VISA Check Card transactions and separate Access Codes to be used in conjunction with Home Banking and Mobile Banking transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Savings Account or Your Checking Account to cover such transactions.

#### TYPES AND LIMITATIONS OF SERVICES

VISA CHECK CARD TRANSACTIONS. You may use Your VISA Check Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) withdraw cash from Your Savings or Checking Account(s), subject to a maximum of \$1,000.00 per business day; (b) transfer funds between Your Accounts with Us; and (c) learn the balances in Your deposit Accounts that You have with Us. You may also use Your VISA Check Card to make Point of Sale (POS) withdrawals from Your Checking Account and to purchase goods and services at any location where Your VISA Check Card is accepted. If You do use Your VISA Check Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Account(s) to cover any such transactions, provided You have available funds.

**HOME BANKING.** At the present time, You may use Our Home Banking system via a personal computer for the following services: (a) Make inquiries about Your Accounts with Us; (b) Make transfers of funds to and from Your Accounts with Us; (c) Correspond with the Credit Union using the email function; (d) Access Our On-Line Bill Paying Service; and (e) Make loan payments.

The On-Line Bill Paying feature of Our Home Banking system is a service that allows You to authorize the Credit Union to pay certain payees on Your behalf. By requesting an On-Line Bill Paying transaction, You authorize Us to post any such payments to Your primary Checking Account. Any fees for the use of this service will automatically be charged to Your primary Checking Account. Payments will be made by check and may take as long as five business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. In order to maintain access to the On-Line Bill Paying feature, You must schedule at least one payment to be paid during each 60-day period, otherwise Your access to the On-Line Bill Paying feature will be suspended.

You may also access Our Zelle feature through the On-Line Bill Paying feature. Zelle is a personal payment service that will allow You to send and receive funds from individuals or groups of individuals (in conjunction with a personal identification number, verification code and/or access code), via text message or email. For determining the transaction date of a Zelle transfer, every day is a business day, except Saturdays, Sundays and federal holidays. For Standard transfers, if You make a transaction prior to 12:00 a.m. central time on a business day that We are open, We will consider the transaction made on that day. For Next Day transfers, if You make a transaction prior to 9 p.m., central time on a business day that We are open, We will consider the transaction made on that day. For Instant transfers if You make a transaction on a business day that We are open, We will consider the transaction made on that day. However, in all cases if You make a transaction after the predetermined cut-off time or on a day We are not open, We will consider the transaction made on the next business day that We are open. Standard transfers will likely be received within 3 business days following the day of Your transaction. Next Day transfers will likely be received on the business day following the day of Your transaction. Instant transfers will likely be received on the same business day that Your transaction was made.

You may also access Our Account-To-Account feature through the On-Line Bill Paying feature. You may use the Account-To-Account feature in conjunction with Your PIN and/or Access Code to make the following types of transactions on designated accounts: (a) Transfer funds to Your designated Credit Union deposit Accounts from Your other deposit accounts located at outside financial institutions; and (b) Transfer funds to Your other deposit accounts located at outside financial institutions from Your designated Credit Union deposit Accounts. For determining the transaction date of an Account-To-Account transfer, every day is a business day, except Saturdays, Sundays and federal holidays. If You make a transaction made on that day. However, if You make a transaction after closing or on a day that We are not open, We will consider the transaction made on the next business day that We are open.

**MOBILE BANKING.** At the present time, You may use Our Mobile Banking system via an internet enabled smartphone and/or mobile computing device (e.g. tablet) for the following services: (a) Make inquiries about Your Accounts with Us; (b) Make transfers of funds to and from Your Accounts with Us; (c) Correspond with the Credit Union using the email function; (d) Access Our On-Line Bill Paying Service; (e) Make loan payments; and (f) Access the remote deposit system.

The On-Line Bill Paying feature of Our Mobile Banking system is a service that allows You to authorize the Credit Union to pay certain payees on Your behalf. By requesting

an On-Line Bill Paying transaction, You authorize Us to post any such payments to Your primary Checking Account. Any fees for the use of this service will automatically be charged to Your primary Checking Account. Payments will be made by check and may take as long as five business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. In order to maintain access to the On-Line Bill Paying feature, You must schedule at least one payment to be paid during each 60-day period, otherwise Your access to the On-Line Bill Paying feature will be suspended.

You may also access Our Zelle feature through the On-Line Bill Paying feature. Zelle is a personal payment service that will allow You to send and receive funds from individuals or groups of individuals (in conjunction with a personal identification number, verification code and/or access code), via text message or email. For determining the transaction date of a Zelle transfer, every day is a business day, except Saturdays, Sundays and federal holidays. For Standard transfers, if You make a transaction prior to 12:00 a.m. central time on a business day that We are open, We will consider the transaction made on that day. For Next Day transfers, if You make a transaction prior to 9 p.m., central time on a business day that We are open, We will consider the transaction made on that day. For Instant transfers if You make a transaction on a business day that We are open, We will consider the transaction made on that day. However, in all cases if You make a transaction after the predetermined cut-off time or on a day We are not open, We will consider the transaction made on the next business day that We are open. Standard transfers will likely be received within 3 business days following the day of Your transaction. Next Day transfers will likely be received on the business day following the day of Your transaction. Instant transfers will likely be received on the same business day that Your transaction was made.

You may also access Our Account-To-Account feature through the On-Line Bill Paying feature. You may use the Account-To-Account feature in conjunction with Your PIN and/or Access Code to make the following types of transactions on designated accounts: (a) Transfer funds to Your designated Credit Union deposit Accounts from Your other deposit accounts located at outside financial institutions; and (b) Transfer funds to Your other deposit accounts located at outside financial institutions from Your designated Credit Union deposit Accounts. For determining the transaction date of an Account-To-Account transfer, every day is a business day, except Saturdays, Sundays and federal holidays. If You make a transaction prior to closing on a business day that We are open, We will consider the transaction aday that We are not open, We will consider the transaction made on the next business day that We are open.

By using an internet connection and a personal computer, an imaging application/device, special software and an Access Code and/or User ID, You may also use the Mobile Banking platform to access Our remote deposit system in order to initiate the deposit of checks into Your share and share draft Account(s) You have with Us. You understand and agree that the remote deposit of ltems into Your deposit accounts with Us through use of remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*) or Regulation E (12 CFR 1005.1 *et seq.*). The remote deposit of ltems into Your designated deposit accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (225) 819-2178 to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any preauthorized payments (permitted only after one such payment has been previously processed from Your Account), call Us at (225) 819-2178 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

# ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for Home Banking, On-Line Bill Paying, Mobile Banking, mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transaction does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (225) 819-2178 or (866) 819-2178, or write Us at the address shown in this Agreement if You believe Your Card, PIN or Access Code have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. If You tell Us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your VISA Check Card as long as You report the loss or theft of Your VISA Check Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized VISA Check Card transactions, Your liability for unauthorized use will not exceed \$50.00. These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your VISA Check Card.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Call Us at (225) 819-2178 or write Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We

must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly
- as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at (225) 819-2178. You may also write to Us to report the loss of a Card, PIN, Access Code or any combination thereof, at the address shown in this Agreement. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 1.00% of the final settlement amount.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code at any time or cancel this Agreement upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Louisiana except to the extent that such laws are inconsistent with controlling federal law.

#### FUNDS AVAILABILITY POLICY DISCLOSURE

# EXCEPT FOR CHECKS DRAWN ON FOREIGN BANKS IN FOREIGN COUNTRIES, THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS AT NEIGHBORS FEDERAL CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

**General Policy.** Our general policy is to make funds from Your deposits available to You on the same business day We receive Your deposit. Electronic direct deposits will be available on the same day of deposit. Once they are available, You can withdraw the funds and We will use the funds to pay checks that You have written. For determining the availability of Your deposits, every day is a

business day, except Saturdays, Sundays and federal holidays. If You make a deposit on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open.

# FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

**Reservation of Right to Hold.** In some cases, We will not make all the funds You deposit by check available to You on the same business day We receive Your deposit. Depending on the type of check You deposit, funds may not be available until the 2nd business day following the day of Your deposit. However, for Checking Accounts, the first \$225.00 of Your deposit will be available on the 1st business day following the day of Your deposit. If We are not going to make all the funds from Your deposit available on the same business day, We will notify You at the time You make Your deposit. We will also tell You when the funds will be available. If Your deposit is not made directly to one of Our employees, or if We decided to take this action after You have left the premises, We will mail You the notice by the next business day after We receive Your deposit. If You will need the funds from a deposit right away, You should ask Us when the funds will be available. Any request for payment against funds on which a hold has been placed will be returned unpaid.

**Longer Delays May Apply.** We may delay Your ability to withdraw funds deposited by check into Your Account an additional number of days for the following reasons:

- a. We believe a check You deposit will not be paid.
- b. You deposit checks totaling more than \$5,525.00 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn Your Account repeatedly in the last six months.
- e. 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 7th business day after the day of Your deposit.

In any case, We reserve the right to refuse an item for deposit or encashment.

Location of Check Endorsements. Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, and federal, state, and local government checks will be available on the same business day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,525.00 will not be available until the 2nd business day after the day of Your deposit. Funds from all other check deposits will be available no later than the 9th business day after the day of Your deposit. Further delays may apply.

**ATM Deposits.** For deposits made at ATMs owned and operated by the Credit Union, deposits will become available for withdrawal based on the availability schedule described above. Deposits may not be made at ATMs not owned and operated by the Credit Union. All ATMs that We own or operate are identified as Our machines.

**Dividend Payment Policy.** See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

#### WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise.

Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

#### WIRE TRANSFER AGREEMENT (continued)

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders:

a. Only individuals named in Your application for membership shall issue wire transfer requests to Us; and

b. We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of aggregate, the

amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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# PRIVACY POLICY DISCLOSURE

FACTS	Revised 10/14 WHAT DOES NEIGHBORS FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?				
Why?	Financial companies choose how they share Your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires Us to tell You how We collect, share, and protect Your personal information. Please read this notice carefully to understand what We do.				
What?	The types of personal information We collect and share depend on the product or service You have with Us. This information can include:				
	<ul> <li>Social Security number and inc</li> <li>account balances and payment</li> <li>credit history and credit scores</li> </ul>				
	When You are <i>no longer</i> Our member, We continue to share Your information as described in this notice.				
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information, the reasons Neighbors Federal Credit Union chooses to share; and whether You can limit this sharing.				
Reasons We c	an share Your personal informatio	on Does tl	ne Credit Union share	? Can You limit this sharing?	
process Your t	rday business purposes - such as ransactions, maintain Your account( urt orders and legal investigations, bureaus	s),	YES	NO	
For Our marked and services to	eting purposes - to offer Our produce You	cts	YES	NO	
For joint mark	eting with other financial compani	es	YES	NO	
	ates' everyday business purposes out Your transactions and experience		NO	WE DON'T SHARE	
	ates' everyday business purposes out Your creditworthiness	5 -	NO	WE DON'T SHARE	
For non-affilia	tes to market to You		NO	WE DON'T SHARE	
Questions?	Call (866) 819-2178, or go to www.neighborsfcu.org, or write to Us at: P.O. Box 2831, Baton Rouge LA 70821				
What We do					
How does Neighbors Federal Credit Union protect my personal information?		To protect Your personal information from unauthorized access and use, We use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.			
How does Neighbors Federal Credit Union collect my personal information?		<ul> <li>We collect Your personal information, for example, when You</li> <li>open an account or deposit money</li> <li>pay Your bills or apply for a loan</li> </ul>			
			ur credit or debit card		
			lect Your personal info	rmation from others, such as credit	
Why can't I limit all sharing?		Federal law gives You the right to limit only			
			for affiliates' everyday our creditworthiness	business purposes - information	
			s from using Your infor		
		-		rket You es may give You additional rights to	

# PRIVACY POLICY DISCLOSURE (continued)

Page 2				
Definitions				
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies.			
	Neighbors Federal Credit Union has no affiliates.			
Non-Affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.			
	<ul> <li>Neighbors Federal Credit Union does not share with non- affiliates so they can market to You.</li> </ul>			
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to You.			
	<ul> <li>Our joint marketing partners include categories of companies, such as financial service providers and insurance companies.</li> </ul>			