



**Truth-in-Savings Disclosure
and
Membership Agreement**

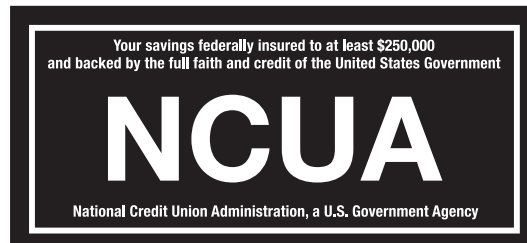
USAlliance Federal Credit Union is doing business as **USALLIANCE Financial**

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Truth-in-Savings Disclosure and Membership Agreement

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Deposit Products Terms: Throughout this document, you, your and yours refer to the individual(s) signing the Membership/Account Application and any other person using your ATM/Debit Card or initiating a transaction with your permission. We, us, our and Credit Union refer to USALLIANCE Financial. Online Banking refers to both Internet Banking and Mobile Banking. In addition to state and federal regulations that may apply and the specific terms of any other account agreement, all your Credit Union deposit products, with the exception of Individual Retirement Accounts and Coverdell Education Accounts, are governed by the following Terms and Conditions.

Patriot Act

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Dividend Rate Information Applicable to All Accounts

The dividend rate and corresponding annual percentage yield (APY) for each account that pays dividends are available on the current Savings Rates and Yields Schedule. Dividend rates and the corresponding annual percentage yields may change on any day as determined by the Asset and Liability Management Committee (ALCO) as authorized by the Board of Directors. Dividend rates are established by ALCO. The Credit Union's investment policy is governed by the Federal Credit Union Act, which generally limits investments to federally issued, insured or guaranteed instruments and institutions, and loans to members.

Every member is a part owner of USALLIANCE Financial and your earnings are based on your deposits with the Credit Union.

Compounding and Crediting:

- Dividends are compounded daily and credited monthly on the last calendar day of the month.
- The daily rate is the stated dividend rate divided by 365 (366 during a leap year).

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

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the collected balance in the account each day.

Accrual of Dividends: Dividends begin to accrue no later than the business day the Credit Union receives provisional credit through the Federal Reserve System for the deposit of non-cash items, such as checks, to your account.

Minimum Balance Requirements: There is no minimum balance required to receive dividends unless otherwise specified in the current Savings Rates and Yields Schedule or these disclosures.

Fees and Charges: Your account is subject to fees and service charges, which are detailed in the Fee Schedule. Call Member Services at 800-431-2754 or visit www.usalliance.org to review the schedule.

Deposit Accounts

SMA Checking, SMA Savings, MyLife Accounts, High Dividend Savings, Money Manager Accounts, Club Accounts and STAR Retirement Accounts are variable rate accounts. The dividend rates for these accounts are subject to change and are established by ALCO. If applicable, should the balance drop below the minimum deposit requirement during a calendar month, the dividend rate may be adjusted, as disclosed on the Current Savings Rates and Yields Schedule. MyLife Checking, MyLife Teen Checking, and MyLife Fresh Start Checking do not pay any dividends.

Minor Accounts: A Minor is a person under 18 years of age. The Credit Union requires a Joint Owner who is 18 years of age or older for any account opened for a Primary Owner who is a Minor. Whenever shares of this account are issued in the name of any Minor, the Credit Union may pay dividends or earnings thereon to such Minor. The Credit Union will only make the withdrawal value of such shares available to the Joint Owner who is 18 years of age or older, with the exception of MyLife Teen Checking Accounts, Teen Accounts and Student Accounts. For a custodial account where deposits are held for the exclusive right and benefit of the Minor, a Custodian who is 18 years of age or older is required, and is subject to the New York Uniform Transfers to Minors Act (NYUTMA). The Minor does not have transactional authority on a custodial account; the Custodian is liable for all transactions conducted and is responsible for transferring ownership of the funds to the Minor at the appropriate

age assigned on the custodial application. The Successor Custodian designated on the custodial application shall serve in the event the current active Custodian resigns, dies or becomes legally incapacitated. The purpose of personal information collected for Minors is used solely to open an account.

Payment of Club Account Balances: Each year, on the last calendar day or specified calendar day of the month selected, the entire balance of your Club Account is automatically transferred to your deposit account. Any payroll allocations into your Club Account will continue. If you need funds prior to the scheduled payout date, you would be subject to an early withdrawal fee as set forth in the Fee Schedule.

High Dividend Savings Account: The minimum balance required to earn dividends is \$500.

Information Applicable to All Certificate Accounts

Conversions: No conversions of Certificate Accounts are allowed prior to maturity of the account.

Transaction Limitations: You may not add to any Certificate Account except at maturity, unless otherwise noted.

Withdrawal of Dividends Prior to Maturity: You may withdraw any and all dividends previously paid on your account without incurring a penalty. You may elect to have credited dividends transferred to your deposit accounts each month. The annual percentage yield is based on the assumption that dividends will remain in the account until maturity. Dividend withdrawals will reduce earnings.

Maturities: Most Certificate Accounts are offered for a range of maturity dates. This allows you to schedule maturity and redemption of your Certificate Account for a business day. The exact maturity date of each Certificate Account is shown on your receipt and on each statement.

Redemptions: Certificate Accounts can be scheduled for redemption at any time, even when you make your original deposit. While most members wait until they receive their mailed Certificate Account Maturity Notice, you may schedule your Certificate Account for automatic redemption at any time by calling Member Services, visiting a branch or in writing.

Automatic Renewal Upon Maturity: With the exception of Jumbo Certificates, you will be notified by mail or email at your address of record at least 25 days prior to maturity of your Certificate Account. At the Credit Union's option, if you do not redeem your Certificate Account, it may be automatically renewed upon maturity for the minimum equivalent term at the then prevailing rate. You will have a 7 calendar day grace period, beginning on the maturity date, to withdraw funds in the account without being charged an early withdrawal penalty. **Please note: Early withdrawal penalties will not be assessed on No Penalty CDs.**

Certificate Accounts Owned by a Business or Organization: Business/ Organizational accounts are subject to enhanced regulatory compliance standards related to beneficial ownership and therefore will not automatically renew. Upon maturity, the balance of any certificate held in the name of a business or organization will be redeemed to the primary share account.

Transfer Upon Maturity: If prior to maturity, you elect to redeem your Certificate Account at maturity or the Credit Union does not automatically renew your Certificate Account at maturity, the entire balance will be automatically transferred to your deposit account or STAR Retirement Account for easy access. **Please note: Jumbo Certificates do not renew automatically.**

Early Withdrawal Penalties: When you open a Certificate Account, you agree to keep your funds on deposit until maturity. You may make withdrawals of principal on a Certificate Account at the discretion and approval of USALLIANCE Financial. With the exception of No Penalty CDs, the Credit Union will impose a penalty if a withdrawal of principal is made prior to the maturity date. A withdrawal prior to maturity will reduce earnings and therefore your APY will be lower than the disclosed yield. The Credit Union will close the account if a withdrawal of principal reduces the balance below the minimum required account balance.

- If your Certificate Account has an original maturity date of less than 18 months the early withdrawal penalty will equal 180 days dividends on the amount withdrawn.
- If your Certificate Account has an original maturity date of 18 months or longer, the penalty amount will equal 360 days of dividends on the amount withdrawn.

If earned dividends are not sufficient to cover the penalty, the early withdrawal penalty may affect principal.

Early withdrawal penalties will be waived only upon the death of the primary account holder or upon the voluntary or involuntary liquidation of the Credit Union.

Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the collected balance in the account each day.

Accrual of Dividends: Dividends begin to accrue no later than the business day the Credit Union receives the provisional credit through the Federal Reserve System for the deposit of non-cash items, such as checks, to your account.

Fees and Service Charges: Your account is subject to fees and service charges which are detailed in the Fee Schedule. Call 800-431-2754 or visit our website for a copy of the schedule.

Other Terms and Conditions: The Credit Union may change its bylaws and any term of your account at any time. We will give you reasonable notice in writing unless circumstances beyond our control make such notice impractical or prior notice would represent an unreasonable security risk to the Credit Union.

If the Credit Union calls or redeems your account early, we will provide 60 days written notice. Should the Credit Union exercise this option, your Certificate Account will be redeemed without penalty on the day specified in the notice, and the entire balance, including earned dividends, will be automatically transferred to your deposit account or STAR Retirement Account for easy access.

Fixed Rate Certificate Accounts

The minimum balance for a Fixed Rate Certificate Account is \$500. Dividend rates for Fixed Rate Certificate Accounts are established by ALCO.

Step-Up Account: If rates rise, you can execute the STEP-UP option once to increase your dividend rate during the term of your certificate by communicating your request to the Credit Union. The term of the account will remain the same. Once the rate has changed, the new dividend rate will be paid on the existing balance through the remaining term.

CD Saver: You can add funds to this special certificate at any time during the term. The CD Saver is not available for retirement certificates (IRAs).

No Penalty CD: An early withdrawal of principal requested prior to the maturity date will be processed as an account closeout for the entire balance with no early withdrawal penalty imposed. A withdrawal prior to maturity will reduce earnings and therefore your APY will be lower than the disclosed yield. Withdrawals and account closeouts are not permitted to be made within the first 7 calendar days of opening the account, beginning on the date of deposit. Partial early withdrawals are not permitted during the term of this certificate. The No Penalty CD is not available for retirement certificates (IRAs).

Variable Rate Certificate Accounts (No longer available)

The minimum balance required to open a Variable Rate Certificate Account is \$500. The dividend rates and annual percentage yields on Variable Rate Certificate Accounts may change on the first day of each calendar month based upon the previous month's most recently auctioned 1-year U.S. Treasury Bill or 2-year U.S. Treasury Note interest or coupon rate, plus or minus a stated percentage, depending on Variable Rate Certificate Account term. Refer to the Certificate Accounts Disclosure for specified percentages. In the event the U.S. Treasury suspends or delays the auction of Treasury Bills or Notes, the Credit Union may substitute the annualized yield, adjusted for constant maturity, of Treasury Notes as reported by the Federal Reserve Board on a weekly-average basis (Report H.15) as published in the Wall Street Journal on the last Tuesday of the month.

Information Applicable to All Deposit Accounts

Signatures: The Credit Union will use the name(s) and signature(s) appearing on your Membership Application/Agreement for all purposes. Any changes must be in writing and in the manner specified by the Credit Union. You agree that the Credit Union may honor a facsimile signature, regardless of by whom or by what means the facsimile signature may have been affixed, so long as it resembles your specimen signature.

Joint Accounts: If you want other individuals to be able to sign your checks, make withdrawals or be issued a card, they must each be named a joint owner of the account. You may name anyone as a joint owner, as long as they are at least 18 years of age. However, once named, a joint owner's name cannot be removed except by closing the account. **Please note: Joint ownership does not constitute membership.**

If any accounts, either now or in the future, are established as a joint account, the Credit Union is authorized to recognize any one of the joint owner signatures for the payment of funds or for any transaction for the account. The joint owners of the account agree with each other and with the Credit Union that all funds deposited into the account shall be owned jointly by all joint owners. The funds on deposit will be subject to the withdrawal or receipt of any joint owner. In the event of death of an

owner, withdrawal or payment may also be made to the survivor(s) or the estate(s) of the deceased owner(s). Each joint owner will discharge the Credit Union from any liability for the payment or withdrawal. One or more joint owners may deposit in the account checks or other instruments payable to any of them and thereafter draw on the deposit in accordance with this agreement and the terms and conditions of the account. Each owner agrees that all of the owners are jointly and severally liable for all negative balances.

Any or all of the joint owners may pledge all or any part of the funds in their account as collateral security for a loan or line of credit. However, the Credit Union may require that pledged funds be transferred to another account.

Beneficiaries: If you name one or more beneficiaries, you will create a revocable trust for the benefit of the named beneficiary(ies). You, and any joint owners, and the Credit Union agree and intend:

- That this trust be revocable;
- That you may use this account as your own, including closing it at any time;
- That any owner can change the beneficiary(ies) at any time;
- That in the event of any conflicting instructions, the Credit Union will follow the instructions of the primary or first named account owner;
- That upon the death of the last account owner, the remaining account balance(s) will constitute an absolute gift to the designated beneficiary(ies) to be distributed equally among all designated beneficiaries still living. If the Credit Union cannot locate a beneficiary, those designated funds will remain on deposit until such time as the funds are deemed abandoned and subject to remittance in accordance with applicable state laws.
- That this account is deemed a Totten Trust Account and created pursuant to the Federal Credit Union Act and the laws of the State of New York and is to be interpreted pursuant to such laws.
- That payment of the account balance(s) to the designated beneficiary(ies) shall discharge the Credit Union from any and all liability to the extent of such payment.

Minimum Deposit Requirements: USALLIANCE deposit accounts require a \$1 minimum deposit to open. Silver, Super Savings, Diamond and Platinum Money Manager accounts have minimum deposit requirements of \$5,000, \$25,000, \$50,000 and \$75,000, respectively. All certificate accounts require a minimum deposit of \$500 to open.

Illegal Transactions: You agree that you will not cause or allow your USALLIANCE Financial accounts to be used in any manner or for any transaction that we believe poses an undue risk of illegality, including unlawful gambling. We may refuse to authorize any such use or transaction. We reserve the right to terminate your membership if we find your account is being used for illegal transactions.

Prohibition Against Unlawful Internet Gambling: The Unlawful Internet Gambling Enforcement Act of 2006, and implementing regulations prohibit commercial customers from receiving deposits or other credits of any kind relating to their operation of an illegal Internet gambling business. USALLIANCE Financial is required to enforce that prohibition.

Deposits

The Credit Union reserves the right to refuse any deposit and/or set a minimum deposit amount. The Credit Union may also limit the total balance in any account and/or return all or part of the funds on deposit with us. Deposits not accompanied by complete instructions and/or your full member and account type numbers will be credited to the primary member's share account number. If yours is a joint account, you authorize the Credit Union to accept for deposit a check made out to one or any of you without endorsement, or endorsed by any of you.

Funds Availability Rules

Deposits to your USALLIANCE Financial accounts are subject to delay in availability based on the kind of deposit made. During the delay, those funds may not be withdrawn.

Determining the Availability of a Deposit: The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day.

Same Day Availability: Funds from the following deposits are available on the day the Credit Union receives the deposit.

1. Cash
2. Electronic direct deposits
3. U.S. Treasury Checks that are payable to you
4. Wire Transfers

5. Checks drawn on us
6. State and Local Government Checks that are payable to you

Next Day Availability: Funds from the following deposits are available on the first business day after the day of your deposit.

1. Cashier's Checks
2. Certified Checks
3. Official Checks
4. Postal Money Orders
5. Federal Reserve or Federal Home Loan Checks

Second Day Availability: The lesser of \$225 or the aggregate of all check deposits, not already subject to next day availability, will be available on the first business day following the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

Deposits at ATMs: Some ATMs may allow you to make a deposit to your account. Deposits made at ATMs may take an additional business day to be credited to your account. After being credited to your account, the funds are subject to the same availability rules as listed within this agreement. For your protection, all deposits at an ATM are verified. You agree that the Credit Union's count will be final.

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

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,525 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- You have been a member for less than 30 days
- There has been an emergency, such as failure of communications or computer equipment

You will be notified if one of these delays applies to your deposit and when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts: If you are a new member, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account, cash and wire transfers will be available on the business day we receive the deposit. Funds from originated ACH deposits may be subject to extended holds. Funds from the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other checks will be available on the ninth business day after the day of your deposit.

Holds On Other Accounts: If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would not be available for withdrawal until the time periods that are described in this agreement for the type of check that you deposited have lapsed.

Collection Items: Some deposited items cannot be processed through the normal check processing system and the Credit Union, as your agent, must send them for collection. Collection items include:

- Damaged or mutilated items;
- Drafts with provisional instructions or restrictive endorsements;
- Checks drawn on foreign banks and not payable through a U.S. bank;
- Checks not payable in U.S. dollars;
- Items not MICR encoded.

Collection items cannot be made available until the Credit Union has received U.S. funds. Collection items are subject to the Credit Union's published Fee Schedule. Payment of foreign currency items may be subject to governmental restrictions and can take an extended time to collect. The actual currency conversion rate cannot be quoted or specified in advance.

Returned Checks: If funds have been made available and withdrawn from a recent check deposit, and the check is returned for any reason including improper endorsement, you are responsible for the full amount of the check and any fees.

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you may have rights under other law with respect to those transactions.

What are your rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, returned check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, contact us at USALLIANCE Financial, Attn: Member Services, 411 Theodore Fremd Avenue, Suite 350, Rye, NY 10580-1410. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- a description of why you think you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- an estimate of the amount of your loss;
- an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss;
- a copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

ATM/Debit Card/EFT Services

Use of your ATM/Debit Card, your card number, and/or your card PIN (Personal Identification Number) for payments, purchases, withdrawals, transfers or cash advances from merchants, financial institutions or others who honor the card will be charged to your deposit accounts like any other withdrawal. The Credit Union may charge withdrawals to your account in any order it determines. If there are insufficient funds available to pay all withdrawals, the Credit Union may dishonor checks to pay ATM/Debit Card and EFT (Electronic Funds Transfers) withdrawals.

Your ATM/Debit Card and PIN: Each ATM/Debit Card and card PIN is for your personal use only. You should never give your card or card PIN to another person. Each joint owner can request a separate card.

For security reasons, the Credit Union does not have a record of your card PIN, nor can we determine it by reading the card. If you forget your card PIN, contact the Credit Union for assistance.

Using the Debit Card: You may use the Debit Card to:

- Pay for purchases at places that honor the card
- Make a cash advance from a financial institution that honors the card
- Withdraw cash at ATMs
- Make balance and transaction inquiries at participating ATMs
- Make transfers between eligible accounts at participating ATMs
- Make deposits to eligible accounts at participating ATMs

Some of these services may not be available at all ATM (Automated Teller Machine) terminals.

Limits on Debit Card/ATM Transactions: You can make withdrawals daily totaling not more than \$500 with an ATM-only card and \$1,000 with a Debit Card. Debit Cards also have a \$5,000 daily purchase limit. On request, additional funds may be released with Credit Union consent. The minimum ATM withdrawal amount is \$20. Some ATMs may limit the amount you can withdraw in a single transaction. You can make a cash advance from your available account balance, including available funds associated with an overdraft line of credit (if applicable), at financial institutions that honor the Debit Card.

Authorization Holds for Debit Card Transactions: When you use your Debit Card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your Debit Card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you authorize the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you authorized it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your Debit Card is swiped before your actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of Debit Card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

Electronic Fund Transfers You Make: You may authorize the following Electronic Funds Transfer (EFT) transactions:

- Deposits to an Account through an Automated Clearing House (ACH), through your employer, and at participating Automated Teller Machines (ATMs).
- Withdrawals and payments from your Accounts through an ACH, Dial-Up, Online Banking, your employer, and at participating ATMs, Point-of-Sale (POS) terminals, financial institutions and merchants.

We have the right to decide which third parties we will permit transfers to be made to

or from. Dial-Up and Online Banking may permit other electronic transactions that do not involve the actual transfer of funds to a third party, such as loan payments and advances, and other electronic transactions, such as checking balances, determining if a check was paid, ordering checks, or placing a Stop Payment Order.

ACH and Wire Transfers: This Agreement is subject to Article 4A of the Uniform Commercial Code — Fund Transfers — as adopted in the state in which the main office of the Credit Union is located. If you originate a fund transfer for which Fed wire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. The funds from incoming ACH transfers originated by the Credit Union may be subject to extended holds or limitations.

Payment of an ACH debit is based on the available balance in your account at the time the ACH file is presented, which can occur prior to normal business hours. If the available balance is insufficient when the ACH file is presented for payment, a subsequent deposit into the affected account may not satisfy successful payment of the debit, even if the deposit is processed before the ACH debit item posts. You are liable for any negative or overdrawn balance and associated fees as the result of an unpaid or overdraft ACH debit.

Transaction Posting: In general, ACH and draft transactions are posted in the order they are presented in the following sequence: ACH deposits, ACH debits, checks written or authorized from the account. However, transactions are presented throughout the day and we cannot control the order in which they are received. This may result in debits being presented ahead of deposits. It is important to ensure sufficient funds are available for withdrawals you authorize from your account prior to presentment. Additionally, ATM/Debit Card transactions, outgoing and incoming wire transfers, deposits received via branch, online, or mail, and Credit Union funds transfers, withdrawals, and loan payments are posted throughout the day as they are received and processed. Credit Union fees are also posted throughout the day. We reserve the right to process and post items to your account in any order at our discretion, and we may change the order at any time without notice. The order in which transactions post can affect the number of items overdrawn or returned unpaid and the amount of fees charged.

Transaction Documentation: You may request a receipt each time you use your ATM/Debit Card at an ATM or at a participating financial institution or merchant. Your statement will identify the merchant, financial institution or electronic terminal where you made your card withdrawal. Sale, cash advance, credit or other slips are not returned with your statement. You should retain the slips furnished at the time of the transaction to verify your statement charges. Transfers made through Dial-Up or Online Banking will be documented only on your statement. Individual receipts are not provided.

You must notify us promptly of any change in your mailing address and you must review your statement promptly after you receive it. If you do not, you may be held liable for any unauthorized funds transfer transactions on your account.

If you have scheduled EFT deposits from the same payer at least once every 60 days, you may call us at 800-431-2754 to ascertain if the deposit has been received. If a pre-authorized EFT payment from your account varies in amount from the previous EFT payment, the person you are to pay must notify you of the new payment amount and its scheduled date at least 10 days before the payment is due. You may choose to be notified only when the payment amount will differ 1 more than a certain amount, or when the payment will not fall within a range you have specified.

Returns and Adjustments: Merchants and others who honor the card may give credit for returns and adjustments, and they will do so by initiating a credit to your account. In addition, ACH credits received to your Credit Union accounts are provisional in nature until the Credit Union receives final settlement through the Federal Reserve Bank or otherwise receives payment through an authorized funds-transfer system. Your account may be adjusted in the event of an erroneous transaction.

Foreign Currencies: ATM/Debit Card transactions made in foreign currencies will be charged to your account in U.S. dollars. The conversion rate to dollars will be made in accordance with operating regulations for international transactions established

by VISA International, Inc. or other participating networks. A fee will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes in a foreign currency on your card outside the U.S., Puerto Rico or the U.S. Virgin Islands, even if the transaction originated within the United States, Puerto Rico, or the U.S. Virgin Islands. Refer to the Credit Union's published Fee Schedule for the foreign ATM/Debit Card transaction fee.

Charges: Charges for Debit Card, ATM or EFT transactions and overdrawn balances are disclosed on our Fee Schedule. We reserve the right to change these fees and/or impose new fees after giving you notice. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

EFT Stop Payment: You can stop payment on pre-authorized EFT payments from your account, but not ATM withdrawals or merchant purchases. You should first contact the organization you have authorized to take payments from your account. You may also ask us to stop a pre-authorized EFT payment from your account by notifying us at least 3 business days before the scheduled date of the payment. To do this, write to: USALLIANCE Financial, ATTN: Member Services, 411 Theodore Fremd Avenue, Suite 350, Rye, NY 10580-1410. Provide your account number, identify the payee and the payment you want stopped; or contact USALLIANCE Financial by phone at 800-431-2754, and follow up with a signed, mailed confirmation to USALLIANCE Financial within 14 calendar days.

Your stop payment request will be effective the next business day for all payments to the payee you specified. The stop payment request is permanent until written authorization is received from you, an account holder, releasing the stop payment request. There is a fee for each stop payment request and for any transfer returned unpaid. See the published Fee Schedule for stop payment fee. You agree that we may debit our fees against any Credit Union account you own. If you have complied with these instructions and we do not stop the pre-scheduled payment from your account, we will be liable for your losses and damages.

Refusal to Honor Card: Even though your account may have sufficient available funds and/or available credit to cover a requested ATM/Debit Card transaction, electronic terminals, merchants, financial institutions and others who honor the card may not be able to determine your actual balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminals or persons to honor the card or to complete a card transaction, or for their retention of the card.

Merchant Disputes: The Credit Union is not responsible for goods or services purchased with the card. You must resolve any disputes directly with the merchant.

Retaining Your Card: A merchant or terminal may retain your card in certain circumstances, including:

- If an incorrect card PIN is entered repeatedly
- If the terminal malfunctions
- If your card has been damaged or encoded improperly
- If you have misused the card or Credit Union account privileges

Member Liability: Notify us AT ONCE if you believe your card or PIN has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus max out your overdraft line of credit). If you believe your card or PIN has been lost or stolen, and you notify us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do not notify us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had notified us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we may extend the time periods.

Whom to Notify: If your ATM/Debit Card or PIN is lost or stolen or someone has or may transfer funds from your account without permission, call USALLIANCE Financial promptly at 888-908-7830 24 hours a day or at 800-431-2754 during business hours.

Our Business Days: Our regular business days are Monday through Friday. The Credit Union is open a half day on Saturday, but Saturday is not considered a business day. However, the Credit Union is closed for business on Federal Reserve System holidays. Calendar days include business days, Saturdays, Sundays and holidays.

In Case of Errors or Questions: Write to USALLIANCE Financial, ATTN: Member Services, 411 Theodore Fremd Avenue, Suite 350, Rye, NY 10580-1410, call 800-431-2754 or send a secure communication through Online Banking as soon as you think your statement or receipt is incorrect or if you need more information about a transaction. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you notify us orally, we will require that you send us your question or dispute in writing within 10 business days thereafter. 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, we may take up to 45 days to investigate your question or dispute. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If you have not put your question or dispute in writing and we have not received it within 10 business days, we will not re-credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your question or dispute. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after we finish our investigation. If we decide 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 the alleged error concerns a transfer to or from a third party, such as a Social Security deposit or a pre-authorized electronic funds transfer payment to a third party, our investigation may be limited to a review of our own records. If we decide there was no error, you may want to contact the third party to pursue the matter further.

Our Liability for Errors: If we do not complete a transaction 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 and damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money available in your account or sufficient available credit to make the transfer;
- If the terminal you are using does not have enough cash;
- If the terminal is not working properly and you know about the breakdown when you start the transaction;
- If Dial-Up or Online Banking is not working properly and you know about the breakdown before completing the transaction;
- If you did not receive a valid confirmation number;
- If your PIN has been reported lost or stolen, or we canceled your PIN;
- If we believe that you or someone else is using the account for fraudulent or illegal purposes;
- If you do not follow instructions properly or enter an invalid account number or PIN;
- If your Credit Union account is restrained by court order;
- If the transfer would violate the terms of any other agreement we have with you or if your account is delinquent or in default or if you haven't paid all your fees;
- If circumstances beyond our control (such as fire, flood, electrical or telecommunications failure, postal delays or strikes) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions in other specific agreements we have with you.

Card Ownership: Cards remain the property of the Credit Union and you agree to surrender your card to the Credit Union upon request.

Checking Services

Credit Union checks will be charged to your checking or eligible money market account, just like any other withdrawal. Generally, using Credit Union checks need not cost you more than the cost of personalized checks. Paid checks are not returned, but are electronically stored and held in safekeeping.

If you use duplicate checks, the check copy along with the statement documenting its payment, should be sufficient to prove payment. If a copy of the front and back is necessary, it can be obtained quickly for a service charge, as set forth in the Fee Schedule.

The Credit Union may pay a check when it is presented for payment, even if it's postdated. The Credit Union is not liable for any damages caused by the payment of a postdated check despite any statute or ordinances to the contrary. The Credit Union is not obligated to, but may at its sole discretion, pay a check presented more than six months after it is dated.

You must notify the Credit Union promptly if any of your checks are lost or stolen. The Credit Union is not required to honor any restrictive legend on items you write unless we have agreed to the restriction in writing signed by an officer of the Credit Union. Examples of restrictive legends include, but are not limited to, "Must be presented within 90 days" or "Not valid for more than \$1,000."

Cash Withdrawals: All cash withdrawals are subject to proper identification and funds availability.

Check Stop Payment: You may ask the Credit Union to stop payment on any check drawn upon your checking account or money market account. You may request a stop payment by telephone, online, by mail, or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date, and number of the check and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

Duration of Order: You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

Liability: The Credit Union may charge a fee for each stop payment order requested, as set forth in the Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union except to the extent applicable law allows you to do so. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Account Information

We may investigate your credit standing when opening or reviewing your account and we will disclose information regarding your account to credit bureaus and other creditors in accordance with our bylaws and applicable laws and regulations. Late payments, missed payments, or other defaults on your account may be reflected in your credit report or other consumer reporting agencies. In addition, we will disclose information to third parties about your account or the transfers, payments or withdrawals you make:

- When it is necessary for completing transfers;
- In order to verify the existence and status of your account to a third party such as a merchant;
- In order to comply with a government agency or court orders;
- If you give us your written permission;
- In accordance with our privacy policy.

Legal Actions Affecting Your Account: If USALLIANCE is served, either in person, by mail, by email, or by facsimile transmission, a subpoena, court order, restraining order, levy, garnishment, search warrant, or similar order relating to your account(s), we will honor and comply with that legal action. We may freeze or restrict transactions, funds, or account access, and/or withdraw funds to comply with the legal action. Your account(s) may also be charged a processing fee and any fees or expenses we incur while responding to the legal action. USALLIANCE will not be liable to you if there are insufficient funds in your available balance to pay items because we have restricted or withdrawn funds from your account(s) in connection with the legal action.

Account Closure: You must remain a member in good standing. USALLIANCE may close your account(s) at any time, with or without cause, including, without limitation, causing a loss to USALLIANCE, for security reasons, or for any reason as allowed by applicable law. Once your account(s) is closed, we have no obligation to accept deposits or pay outstanding items. You agree to hold us harmless and we will not be liable for any loss or damage resulting from the termination of your account(s). The closing of your account(s) will not release you from any fees or other obligations incurred prior to the date the account(s) is closed.

Bylaw Provisions: The Credit Union reserves the right, at any time, to require you to give, in writing, not more than 60 days notice of intention to withdraw all or a portion of your funds. Without the written approval of the Credit Union, you may not withdraw savings that are pledged as security on a loan, or if you or any borrowers you have cosigned, endorsed or guaranteed for are delinquent, except to the extent that such savings exceed your total primary and contingent liability to the Credit Union.

Accounts are transferable only on the books of the Credit Union. Not all accounts can be pledged as collateral for a loan. The Credit Union has the right to impress and enforce a statutory lien against your shares and dividends in the event you fail to satisfy a financial obligation owed to the Credit Union. This lien can be enforced without further notice to you. This means that the Credit Union may apply funds on deposit in your account(s) to any existing or future debt to the Credit Union.

Changes: The Credit Union will announce any changes in this Disclosure and Membership Agreement (including fees and charges) by posting a notice in all Credit Union offices, by posting it on the Credit Union's website (www.usalliance.org), or by mailing or emailing a notice to your address of record. These changes will be effective immediately upon publication unless a later date is specified.

Credit Union Lien and Security Interest: To the extent you owe the Credit Union money, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest, regardless of the source of the funds, unless prohibited by law. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts in which you have an ownership interest to pay any debt or amount now or hereafter owed the Credit Union, unless prohibited by applicable law.

Denial of Services: Except for maintaining a non-dividend bearing share account and the right to vote in special and annual meetings, USALLIANCE may deny all services to any member or any member of a credit union with which we have merged who has caused a financial loss, has engaged in fraud or forgery, who is suspected of being the victim of fraud or a scam, even if the member authorized the transaction(s), or whose conduct is deemed inappropriate or abusive. Denial of services may also occur due to your Credit Union account(s) being in default, including lending products; a legal or administrative proceeding involving your account(s); suspected fraud or illegal activity; or to comply with any federal, state, or local law, rule, or regulation. We may decline, reverse, freeze, or restrict transactions to or from your account(s), and/or hold or remove funds from your account(s) pending investigations. Denial of services also means you cannot conduct business on your behalf or on behalf of another. For security and regulatory reasons, there may be additional limitations on the type, dollar amount or number of transactions permitted at certain times to safeguard your accounts against misuse or when you have failed to follow proper procedures for accessing your accounts. USALLIANCE may also restrict the method in which business may be conducted, such as removing access to Online Banking and/or ATM/Debit Cards/Credit Cards, prohibiting access to USALLIANCE premises or to services involving USALLIANCE personnel.

Federal Insurance: Member deposits are federally insured up to \$250,000 by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration, a U.S. government agency.

Inactive Accounts: Accounts are considered inactive when there is no member-initiated activity after a period of two years, with the exception of the MyLife Fresh Start Checking, which is considered inactive after a period of 30 days. Accounts that remain inactive eventually are subject to state laws regarding abandoned property. Each account deemed to be inactive will be charged an Inactive Account Tracking Fee as set forth in the Credit Union Fee Schedule.

Statements: All transactions are subject to later verification. Statements are issued at least twice per calendar year. Statement frequency may change based on the type of transactions conducted during a calendar month.

Par Value of Shares: The par value of a share in USALLIANCE is \$1.

Non-Member Accounts: USALLIANCE may close non-member account(s) at any time at our sole discretion, with or without cause, as permitted by law. Once your non-member account(s) is closed, we have no obligation to accept deposits or pay outstanding items. You agree to hold us harmless and we will not be liable for any loss or damage resulting from the termination of your non-member account(s). The closing of your non-member account(s) will not release you from any fees or other obligations incurred prior to the date the non-member account(s) is closed.

Other Terms and Conditions: For training, service improvement, and security, you authorize Credit Union employees to monitor phone calls and to record your telephone conversations to verify your instructions and transaction requests.

To verify your identity, we may request information to conduct business, and copies of identification cards may be retained, unless prohibited by law. Identification-related documentation, such as identification cards, utility bills, paystubs, or other documentation to form a reasonable belief to your identity, may be requested at our sole discretion, including after an account or lending product has already been opened. USALLIANCE will maintain the confidentiality of any information obtained in accordance with our privacy policy and applicable laws and regulations.

Your accounts are subject to all of the other terms and conditions contained in this agreement and any other applicable agreements and disclosures, including but not limited to our Privacy Notice and Disclosure and/or your Individual Retirement Account Agreement which is incorporated herein by reference.

You authorize your employer, neighbors, friends and any other person to release to the Credit Union your current home and /or work address and/or phone numbers in the event the Credit Union needs to contact you.

Negative account balances due to fees, overdrafts, returned checks, or any other reason may at the sole discretion of USALLIANCE be added to any loan held in your name. Stock can be sold for the same reason.

In the event you request checking account services, you authorize the Credit Union to investigate your check writing history and understand that the Credit Union may report its checking account experience with you to others.

Limitation of Time to Commence Action: Any action or proceeding by you to enforce an obligation, duty or right arising under this Truth-In-Savings and Membership Agreement or by law with respect to your account(s) or any product or service provided by the Credit Union must be commenced within one year after the cause of action accrues.

Overdraft and NSF Transactions

Overdraft Liability: If on any day, the available funds in your account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. You can log into Online Banking or call the Credit Union to obtain your account's Available Balance and Current Balance. Your Available Balance reflects any monetary holds on the funds in your account, such as for recent deposits (in accordance with the Credit Union's Funds Availability Policy) and preauthorized Debit Card transactions. Your Current Balance does not reflect these monetary holds; therefore, if any monetary holds exist on your account, your Available Balance typically will be less than your Current Balance at that given time. We use your Available Balance at the time a transaction is presented for payment to determine whether the transaction results in an overdraft and whether fees will be assessed. Overdrawing your account means that there are not sufficient available funds in your account to pay for a transaction, but the transaction is paid under either an optional overdraft protection plan or the Overdraft Privilege Service, which results in a negative available balance (less than \$0).

Your available balance may not reflect all of the transactions you have initiated or authorized. Also, your available balance may not reflect all of your Debit Card transactions. Refer to the section of this agreement entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance.

YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. This is because your available balance may not reflect the final settlement amounts for Debit Card transactions, outstanding checks, automatic bill payments that you have authorized, deposits that are subject to delayed availability, or other outstanding transactions that have not yet been paid from your account.

The Credit Union's determination of an insufficient available balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge a fee for an insufficient funds item per presentment whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed to in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays an item that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

Overdraft Protection: We believe that automatic overdraft protection is an important convenience, so the Credit Union offers a number of overdraft options for your account. You must apply for overdraft protection from an eligible deposit account or authorize us to prepare a request for an advance against your line(s) of credit. Line of credit advances are subject to approval by the Credit Union. When approved, these advances will be credited to your account in increments specified by the Credit Union. There is no charge for transfers covered from a line of credit, except the relevant finance charge. There is an Account Overdraft Transfer Fee that applies to overdraft transfers from an eligible deposit account.

If you have not authorized overdraft protection from another account or line of credit, the Credit Union is not obligated to pay any withdrawal which exceeds the available balance in your account. However, we may, at our discretion, pay such a withdrawal and charge the amount, plus a service charge, against any other account you maintain in the Credit Union.

Overdraft Privilege: Overdraft Privilege is a service whereby, USALLIANCE, at its discretion, may honor and pay Checks, Electronic Transfers (ACH) or items by other electronic means such as ATM and Debit Card transactions as designated by the Credit Union, drawn against insufficient available funds so that these items presented against a membership account are not returned unpaid. Overdraft Privilege may cover your overdrawn items up to \$1,000.00 (excluding fees). An Overdraft Privilege Fee will be charged for this service on a per transaction basis. Refer to the Fee Schedule.

In the event that the Credit Union elects to extend Overdraft Privilege, you will be required to bring the account to a positive balance within seventeen (17) calendar days. In order for the balance to be considered positive, it needs to be at \$0.00 or above at the end of the calendar day. If you fail to do so, it will affect future Overdraft Privilege services and could result in account closure and/or collection proceedings.

Eligibility and Terms and Conditions of Overdraft Privilege: A qualifying membership account must be open for thirty (30) days and have a minimum of \$100.00 in deposits in a rolling 30-day period in order to be eligible for this service. Paper or online notices will be sent for each occurrence when items are paid. Overdraft Privilege will only be applied at the Credit Union's discretion and when there are insufficient available funds in a checking account after applying all other overdraft sources (including any linked accounts or lines of credit) to cover the negative balance. For Debit Card transactions involving merchant authorization holds, we check your available balance at two separate times—first, at the time a merchant authorization request is received, and second, when the transaction "settles" and posts to your account. If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant's authorization request. If your available balance is insufficient to pay the preauthorization amount requested by a merchant, we will decline the request, unless you are enrolled in the Overdraft Privilege service and we approve the request. If enrolled in Overdraft Privilege and the transaction later "settles" and posts to your account at a time when the available balance is insufficient to pay the posted transaction without causing the account to have a negative Current Balance (less than \$0), we will charge an Overdraft Privilege Fee on that transaction even if the available balance was sufficient to cover it at the time the transaction was authorized.

The Credit Union's Overdraft Privilege service is a non-contractual courtesy and is discretionary. It is not an obligation of the Credit Union and the Credit Union may refuse to provide the service on any checking account at any time. There is no contractual right to Overdraft Privilege and payment of an item is not guaranteed under the Overdraft Privilege service. Overdraft Privilege may be provided to certain account holders in "good-standing" as determined by the Credit Union in its sole discretion, with the ability to overdraw their personal checking account up to \$1,000, excluding fees. The amount that an account may be overdrawn shall be in cases subjected to the Credit Union's discretion.

The Credit Union has the right pursuant to its statutory lien and can charge against any balance in any accounts to recover funds paid through this service. The Credit Union is not obligated to pay any item presented for payment if the account does not contain sufficient available funds. However, the Credit Union may pay such an item as a non-contractual courtesy if the account is maintained in good standing, which is at the Credit Union's discretion, and may include such things as:

- Making regular deposits sufficient to cover transactions;
- Bringing the account to a positive balance at least once every seventeen (17) days or less, based on the end of day balance;
- Not having any delinquent obligations;
- No legal orders, garnishments, executions, levies or information subpoenas including bankruptcy notices;
- Not causing the Credit Union a loss; and
- Not engaging in suspicious or abusive activity.

Enrollment: Overdraft Privilege services for checks and ACH transactions does not require member enrollment; however, members must enroll (opt-in) for ATM and everyday Debit Card transactions. Without your enrollment (opt-in), the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Recurring Debit Card transactions do not require enrollment.

Limitations and Termination to Service: The Credit Union may limit the number of accounts per account holder or per household. The Credit Union reserves the right to not approve any overdrafts against any account until the account can be verified as being maintained in good standing. The Credit Union reserves the right to change or terminate the Overdraft Privilege service at any time without any advance notice.

Account Fees: For items paid using Overdraft Privilege, the account will be charged a fee per presentment as set forth in the Credit Union's Fee Schedule. If the Credit Union chooses not to pay checks, electronic transfers or items by electronic means, the account will be subject to a Non-Sufficient Funds (NSF) Fee as published in the Credit Union's Fee Schedule. We will send you a notice each time an overdraft occurs and a cumulative total of your fees will be displayed on your statement. Overdraft Privilege should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly.

NSF Transactions: We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee as stated in our Fee Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary. If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee for each such resubmitted item each time that same transaction is returned unpaid.

Opt-Out: By request, an account can be removed from Overdraft Privilege services. To remove the entire Overdraft Privilege service or just coverage for checks and ACH transactions, or coverage for ATM and everyday Debit Card transactions, you must notify the Credit Union in writing, or call 800-431-2754 during regular business hours

Consent Agreement To Electronic Delivery Of eDocuments

USALLIANCE eDocument service is available at no additional cost. You can view current and past statements, notices and tax documents on a secure website. Statements will include information concerning both Share/Deposit Accounts and Loan Accounts with the Financial Institution, and may include disclosures required under the Truth-In-Lending Act, the Electronic Funds Transfer Act, the Truth-In-Savings Act and/or similar consumer disclosure laws. You agree to the receipt of account information and consumer disclosures in electronic format described herein. You do have the option of receiving your records in a paper format. A service fee may apply. See our published Fee Schedule for the current fee.

You will be notified by email each time a new statement and or notice becomes available for your inspection. It is your responsibility to access the document. You can gain access to your eDocuments by using any type of computer connected to the Internet. The preferred browser is Microsoft Explorer version 4.04 or higher. There are

several types of viewers available for your statement including a text version and a PDF format viewable with Adobe Acrobat Reader 4.0 or higher. You will need a printer if you want to create a paper copy of your statements, notices and tax documents. You will need a computer to download and retain copies of your electronic documents. By requesting to receive your eDocuments electronically, you are telling USALLIANCE that you have printing capabilities.

You authorize USALLIANCE to discontinue sending statements, notices and tax documents via postal mail service and send your statements, notices and tax information electronically. You understand that your consent to receive electronic documents applies to your entire relationship with the Credit Union. You understand that the statement, notices and tax information received from USALLIANCE will be encrypted and password protected for your security. You may contact us by telephone at 800-431-2754 or by email at memberservices@usalliance.org if you wish to discontinue the electronic delivery and return to standard statement delivery. A service fee may apply.

You have the right to withdraw your consent to this Agreement and the related disclosures. You must notify us via e-mail at memberservices@usalliance.org or call Member Services at 800-431-2754 during normal business hours. If you do not accept this Agreement and the related disclosures it will negate access to electronic statements and electronic tax information. You have the right to request a paper copy of this disclosure which will be provided free of charge. Simply e-mail us at memberservices@usalliance.org to request a paper copy or call Member Services at 800-431-2754. You must provide us with the information needed to contact you electronically (i.e., your e-mail address) as well as any changes to such information. You may notify us of a change to your contact information by contacting us during normal business hours by telephone at 800-431-2754.

Consent to Contact

In order for USALLIANCE Financial or any of our affiliates, agents, assigns and service providers, to provide the best products and services to our members and potential members, we may from time to time make calls and/or send text messages to you at any telephone number associated with your account, including wireless telephone numbers. In these instances, standard carrier rates will apply which may result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. In addition, USALLIANCE Financial may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law. USALLIANCE can record your consent to contact authorization via online loan and membership applications, over the telephone on a recorded line or in writing. You have the right to revoke this authorization at any time by sending an email to memberservices@usalliance.org, calling Member Services at 800-431-2754 or by visiting a USALLIANCE branch.

Arbitration and Class Action Waiver

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating in any way to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Class Action Waiver provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any bank branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement

does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to actions that are initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually.

- **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the arbitration forum for the resolution of the Claims.
- **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. The Arbitrator shall follow the law and shall not be entitled to make errors of law. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed; provided, however, that either party may appeal to any Court with jurisdiction to the extent the arbitrator makes an error of law. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA (or the applicable arbitration forum). However, you will be responsible for your own attorneys' fees. The Arbitrator shall be entitled to award attorneys' fees and costs if provided for under applicable law. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.
- **Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.**
- **Class Action Waiver.** ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable.

January 2023

Contact Us

How can we help you?

We welcome feedback and inquiries from our members. If you would like to contact the Credit Union, please use one of the communication options below.

via Postal Service

USALLIANCE Financial
ATTN: Member Services
411 Theodore Fremd Avenue, Suite 350
Rye, NY 10580-1410

via Telephone

800-431-2754
TDD: 844-863-2602

via Fax

914-462-3686

via e-Mail

memberservices@usalliance.org



USAlliance Federal Credit Union is doing business as USALLIANCE Financial