

# ACCOUNT AGREEMENT

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**SOUTH CAROLINA  
FEDERAL  
CREDIT UNION®**



**FACTS**

**WHAT DOES SOUTH CAROLINA FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>- Social Security number and credit card or other debt</li> <li>- credit history and employment information</li> <li>- payment history and transaction or loss history</li> </ul>
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<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons South Carolina Federal chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does South Carolina Federal share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>- Call 843-797-8300 (<b>Charleston</b>) or 800-845-0432 (<b>Nationwide</b>)</li> <li>- Visit us online at <a href="http://scfederal.org">scfederal.org</a></li> </ul> <p><b>Please note:</b> If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call 843-797-8300 ( <b>Charleston</b> ) or 800-845-0432 ( <b>Nationwide</b> ) or visit us online at <a href="http://scfederal.org">scfederal.org</a>
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What we do	
<b>How does South Carolina Federal protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does South Carolina Federal collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>- open an account or apply for a loan</li> <li>- show your government-issued ID or give us your employment information</li> <li>- give us your wage statements</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>Our affiliates include financial companies, such as South Carolina Financial Solutions, LLC, also DBA South Carolina Federal Insurance Solutions</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>South Carolina Federal does not share with our nonaffiliates so they can market to you</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>- <i>We team with insurance companies and financial advisors for joint marketing efforts.</i></li> </ul>

# IMPORTANT NOTICE

The documents contained in this booklet are your permanent copies of South Carolina Federal Credit Union's agreements and disclosures.

Please keep them for your records.

The table of contents below is provided for easy reference.

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**BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH IN THIS AGREEMENT).**

**PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PARAGRAPH 32 OF THE MEMBERSHIP SECTION FOR COMPLETE DETAILS.**

## Account Agreement

This Agreement and the Rate and Fee Schedule govern South Carolina Federal Credit Union's (Credit Union) relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with any and all Applicable Laws. "Applicable Laws" shall include: "(i) MasterCard Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

**Personal/Commercial:** You agree that all accounts and services will be for personal, family, and household purposes. If we in our discretion ascertain other use such as commercial we may require the account(s)/service(s) be closed or converted to business.

**Active Military Members and Dependents:** Any terms or conditions herein contrary to the Military Lending Act ("MLA") are void for the period(s) during which you are entitled to the protections of the MLA.

**Disabilities:** We will accommodate reasonable requests to assist members with disabilities. In order to do so, you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

**1. GENERAL DEFINITIONS/INFORMATION** — In this Agreement the words "**you**" or "**your(s)**" mean everyone that signs any Membership Application or Account Change Form or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "**Credit Union,**" "**We,**" "**us,**" or "**our**" means the Credit Union. "**Access Device**" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction. **Use of Biometrics/Fingerprints:** The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with us in implementing any requirements we or the third party may require associated with this technology. Biometric technologies may be used for authentication. We may require the use of biometrics and/or fingerprinting with regard to any service we offer, and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder. When you enable biometric access, anyone with an enrolled biometric on your devices may have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics may expand the number of persons who have access to your account regardless of the signers listed on your Membership

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Application with us. WE ADVISE YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU, THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION. **“Authorized User”** and **“Authorized Use”** means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has any access to the joint account (online or otherwise) you understand that this owner or authorized user may be able to access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. **“Check”** means an acceptable written “instrument” on your account(s), and includes the term “share draft.” **“Instrument”** means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement. **“Owner”** means the person(s) who have a present ownership interest in the sums on deposit in the single or multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an “owner” unless specifically designated as such in a completed and signed Membership Application or Account Change Form. **“Shares”** for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, **“share(s)”** mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. **“Transaction or transaction”** means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

Rates and Fees applicable to all accounts are set forth in the Truth in Savings Rate and Fee Schedule (Schedule), which you agree we may change from time to time with proper notice as required by law. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this agreement or the Schedule.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Schedule, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, any Account Receipt accompanying this agreement, the credit union’s bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

**Contact Policy: If we need to contact you for any reason including but not limited to providing account information, collecting amounts you owe, updating you on product information, etc., you authorize us and our affiliates or agents to contact you at any number you provide, from which you call us, or at which we believe we can reach you. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.**

**Negative Information Notice – We may report information about your loan, credit card, share or deposit accounts to consumer reporting agencies. Late payments, missed payments, insufficient funds transactions or other defaults on your accounts may be reflected in your consumer report.**

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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 to 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. We may also require photographing, video recording, and/or providing fingerprints or other biometrics.

**2. MEMBERSHIP BENEFITS AND OBLIGATIONS** — Upon approval of your application and the deposit of any required shares, you become a “member-owner” of this credit union. As a “member-owner” you are eligible to apply for all credit union deposit, loan and other financial services; and you may vote at all annual or special meetings of the membership if you are 18 years of age or older. You have an obligation to the credit union and all other member-owners to follow the rules established for the use of these services, and not to cause the credit union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

**Membership Eligibility** — To join the credit union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) (“membership share”) as set forth in the credit union’s bylaws. You agree that we are authorized to verify financial information, data, and employment history by any necessary means now and in the future. You also authorize the credit union to obtain a consumer report, which may be used in accordance with applicable regulations to verify your eligibility or continued eligibility for products and services you request and to identify other products and services that may be beneficial to you now and in the future. We may also report information concerning your account(s) and credit to others.

**Social Media** - You understand that you may elect from time to time to use Credit Union or other parties’ social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.

### **3. OWNERSHIP/DESIGNATIONS** —

- a. Individual Accounts** — An individual account is an account owned by one member (individual, trust or custodial) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.
- b. Multiple Party Accounts** — Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept orders, instructions, and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of Items/Transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said Transaction(s). **Rights of Survivorship:** You agree that it’s your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of

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contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

- c. **POD Account Designations** — Payable on Death (“POD”) accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card; pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) may belong to us up to the amount of the obligation(s) owed. Similarly, upon the vesting of any interest in any rights of a POD beneficiary, all sums payable shall be subject to any right of set-off between us and the POD beneficiary. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. All account owners are required to consent to changes in designated beneficiaries. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we may in our discretion pay said amounts to any one parent or legal guardian of such beneficiaries or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified by you. If all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner.
- d. **Accounts for Minors** — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We require a minor to sign the Account Card if the minor can sign his or her own name. If the minor is unable to sign, the adult should sign for the child (e.g., “Mary Doe by John Doe, Father”). Any adult owner must also sign, even if he or she signed for the minor. We require a minor’s signature on the Account Card before a minor can make a withdrawal on any account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.
- e. **Uniform Gifts to Minors (UGMA)**— All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed as custodian on an account for a beneficiary under an applicable UGMA, your rights and duties are governed by that Act. Unless applicable laws specifically prohibit such payment, when the beneficiary reaches the age of majority, the funds in any UGMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.
- f. **Representative Payee Accounts/VA Fiduciary/Other Government Fiduciary Accounts** — The representative payee/fiduciary agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written Social Security Administration (SSA) or Veterans Affairs (VA) or other authorization designating the fiduciary and such other documents and authorizations as we may deem necessary or appropriate. In opening a fiduciary account, the Credit Union acts only as a depository for the Beneficiary’s funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the appointed fiduciary. The fiduciary agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney’s fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the fiduciary.
- g. **Agency Designation on an Account**— An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

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**4. TAXPAYER IDENTIFICATION NUMBERS AND CERTIFICATION** — Pursuant to the Account Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise.

**5. STATUTORY AND CONSENSUAL LIENS ON SHARES.** — By signing a Membership Application or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds (“shares”) in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner’s contributions. This lien secures any account owner’s joint and individual obligations to us now or in the future whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any negative account balances, including fees, costs, or expenses. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. This right is immediate and applies to all accounts, except any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. There will be no limitation or delay with regard to any stated maturity date as to any certificate or other applicable shares.

**RIGHT OF SET OFF.** You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

**CROSS-COLLATERALIZATION** — To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This “cross-collateralization” of your obligations applies to all debts regarding your accounts, loans or otherwise, including all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the “cross- collateralization” of your obligations to us. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner’s filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union’s rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union’s exercise of this right to safeguard or “freeze” funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

**6. POWERS OF ATTORNEY** — You agree that regardless of any laws, rules, or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan, or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals, and transactions.

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You further agree that we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

We within our discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s).

You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

**7. DEPOSITS OF FUNDS REQUIREMENTS** — Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements set forth in this agreement and on the Schedule. Deposits made by mail or at un-staffed facilities are not our responsibility until we receive them. We reserve the right to refuse or return any deposit. Should we accept a deposit from you by any electronically created item including, but not limited to, a remotely deposited check, you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not.

- a. Endorsements** – We may accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners. If a check or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check item as though it is payable to either person. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.
- b. Substitute Checks** – You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or similar item. You agree not to deposit any substitute check without our consent.
- c. Collection of Deposits** – We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We have right to refuse any order, transfer or deposit, limit the amount for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We are not liable for any default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding all items presented for collection. We reserve the right to pursue collection of previously dishonored items (including representment), including giving a payor financial institution extra time beyond the midnight deadline limits. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items (“NSFs”) that you must pay to us if we incur any loss in seeking to collect such items for you.
- d. Final Payment** – All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we

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may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. We have no obligation to provide any separate notice under this provision, and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

- e. **Direct Deposits** – We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. The credit union will not be responsible if incorrect account information is provided, and the direct deposit funds may be returned to the payor if the correct account cannot be determined. If applicable, you must notify us at least thirty days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

## 8. ACCOUNT ACCESS —

- a. **Authorized Signature** – We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any Transactions initiated by a third person if you provide your access device or other information to a third person. Also, you authorize the use of stamp/facsimile signatures and electronic signatures under applicable laws; and we shall not be liable for honoring any transaction or instrument that appears to bear your signature, even if made by an unauthorized person.
- b. **Authorized User(s)** – You should exercise caution in providing authority, information, documentation or access devices to others. All withdrawals, transfers and transactions made by any person to whom you provide authority or the means to access your accounts or other services shall be deemed authorized by you, and the credit union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. Further, you and the person authorized (as defined herein) shall be jointly and severally responsible to the credit union for all such access or use of your accounts and services with us. If you authorize anyone to use your access devices, such authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately.
- c. **Access to Account Information** – You agree that all owners, borrowers, and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement. If you provide us with an email address(es) you consent that we may send any communications using that email address; and it shall be solely your

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responsibility to ensure access is limited to those persons you approve of; and your failure to limit such access shall be deemed your consent to any such access.

- d. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others** – You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancings, sales, trades, transfers, exchange or Transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential “pay-offs”. This may include account numbers and information necessary to process payments.
- e. Telephone Requests** – You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. We may allow you to make telephone requests for loan and credit card payments and deposits to your account using a credit or debit card issued by another financial institution. You may also use your South Carolina Federal credit card provided your accounts with us are in good standing. There is a fee for this service as provided in the Schedule.
- f. Recording Conversations** – You consent that any communications with us or our affiliates may be monitored and recorded. When you access any services we offer/provide including telephone, online, and mobile banking to conduct transactions, the information you enter may also be recorded. By using any services you consent to such recording.
- g. Agreed Exception to Privacy Restrictions - Fraud or Financial Exploitation:** To help combat suspected fraud and financial exploitation, it is agreed that the Credit Union may, but is not required to, report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.
- h. Third-Party Apps:** If you link any of your accounts or services to a third party app or payment service (including but not limited to PayPal, Zelle, or Venmo) you understand and agree that these are not Credit Union services, and any transaction you make will be subject to your agreements with the app or service provider. You understand that these apps and services may not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third party service provider, such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that the funds transferred to/via a third party app may not be federally or otherwise insured, and you assume all risks should your funds become unavailable for any reason.

**9. ACH & WIRE TRANSFERS** — If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer, however, we do not originate International ACH transactions. Fees for incoming and outgoing wire transfers are outlined in the Schedule. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement.

From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction.

When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The credit union (and other institutions) may rely on the

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account or other identifying number as the proper identification even if it identifies a different party or institution. If a wire transfer is cleared through the Federal Reserve, Regulation J governs the transaction(s). The “Funds Transfer Business Days” are Monday through Friday excluding holidays. We process wire transfer requests received prior to 4:00 p.m. the same day; however, requests for transfer(s), amendment(s) and cancellation(s) are considered accepted only when executed by us. You may not be able to cancel or amend a request once it is received by us; although, in our sole discretion, we may use reasonable efforts to act on your request. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. Security procedures may be established to verify the authenticity of your payment order. If the request is by phone or fax, the credit union will identify you by verifying specific activity information on your account, such as the amount and date of your last deposit, your payroll deduction amounts, and so on. You agree that the authenticity of payment orders may be verified by using this security procedure unless you notify the credit union in writing that you do not agree to that security procedure before the payment order is executed by us. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree, in writing, on an alternate security procedure.

**10. CHECKS AND CHECK CASHING** — The credit union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account.

If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item.

Because of the nature of the credit union check program, neither the credit union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification.

We may disregard information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You agree to take precaution in safeguarding your blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks, or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

You agree that we may refuse to accept any check drawn on your account that is presented for payment over the counter (in person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Such refusal shall not constitute a wrongful dishonor of the check and we shall have no liability for refusing payment. We may impose a fee as set forth in the Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise). We have no obligation to accept any third party check presented for deposit or cashing.

**a. Checks From Source Other Than Credit Union Approved Vendor** — The credit union approves the vendor(s) for check printing due to their high standards. Other companies that provide check-printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing;

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or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band, and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

- b. Postdated and Staledated Checks** — We may pay any check without regard to its date unless you notify us of a postdating. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account that is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.
- c. Electronic Checks** — An electronic check (e-check) is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is made over the telephone or through online communication. The owner of the account does not sign an e-check. In place of the owner's signature, the e-check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw an e-check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account, and may charge against your account any e-check for which the third party has proof of your authorization. When you or any person with authority authorize any e-check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any e-check you authorize.
- d. Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to the address of record.
- e. Copies of Documents:** You agree that electronic copies of documents will be sufficient for all purposes. To facilitate check imaging and electronic check collection, when completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that wrote as payee, or that you accepted and deposited as the payee, whether due to your failure to follow these guidelines or otherwise.

**11. COLLECTION ITEMS** — We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items only after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

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## 12. STOP PAYMENT ORDERS —

- a. **Stop Payment Order Request** – If you don't want us to pay a specific check drawn on your account, you can ask us to place a "Stop Payment Order" ("SPO") on the check. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to a financial center representative of the Credit Union. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us. You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment may be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order.
- b. **Duration of Order** – Oral stop payment orders for checks will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires. The Credit Union will not be responsible for any loss as a result of honoring a check after a stop payment order lapses or expires, or if you fail to meet your obligations as noted in this section or otherwise in this Agreement.
- c. **Liability** – Fees on stop payment orders are set forth on the Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. The Credit Union will not be responsible for any loss as a result of honoring a check if through inadvertence, oversight or accident, we honor any postdated check. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

## 13. TRANSACTION LIMITATIONS —

- a. **Withdrawal Restrictions** – We reserve the right to require you to give written notice of seven (7) days to sixty days before any intended withdrawals as permitted by applicable law. We may refuse to allow a withdrawal in some situations, and will advise when required by applicable law: for example; (1) a dispute between account owners; (2) a legal garnishment, attachment, or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) required documentation has not been presented; (5) you are delinquent or fail to pay a loan, negative account balance, or any other obligation owed to us when due. If any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion), Member will execute and deliver any release of liability the Credit Union may require in connection with any such withdrawal.
- b. **Transfer Limitations** – For all savings, club and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You

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may make unlimited transfers to any of your accounts or to any credit union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations, and may assess fees against the account, and suspend or close the account.

- c. Restrictions Required by Applicable Laws** – We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA PATRIOT Act and Office of Foreign Assets Control require us to do so.

**14. INAPPROPRIATE AND/OR GAMBLING TRANSACTIONS** — You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law or otherwise prohibited by applicable laws or as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws such as the Unlawful Internet Gambling Enforcement Act or Third Party Service Providers' Rules, such as MasterCard, and National Automated Clearing House Association (NACHA), may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper, or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this section. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**15. Nonsufficient Funds (NSF) and Overdrafts (OD)** — We may honor checks, ATM, ACH, debit card and other electronic transactions, our fees or charges, or withdrawals of any type drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, known as transfer sources, as you have directed. There are limitations on the number of transfers from share accounts as listed in the Transfer Limitations section of this Agreement. Once you reach the transfer limit for the month, any insufficient funds items will be handled in accordance with our overdraft procedures. If an item is presented without sufficient funds in your account to pay it and if no funds are available from your transfer sources, we may, at our discretion, pay the item (creating an overdraft known as Courtesy Pay) or return the item (NSF). Courtesy Pay will not be used to honor items presented over the counter with a financial center representative. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF).

**Debit Card and ATM Overdraft Consent** – If a one-time debit card or ATM transaction is presented without sufficient funds in your account to cover the transaction, we will not pay the transaction using Courtesy Pay unless you authorize us to do so. If you do authorize us, then we will pay the one-time debit card and ATM transaction presented without sufficient funds in your account, which will create an overdraft and you will be charged a Courtesy Pay fee. If you do not authorize us, all one-time debit card and ATM transactions that are presented without sufficient funds in your account may be declined.

You may reinstate or revoke your authorization to have us pay one-time debit card and ATM transactions or request that we not pay any items using Courtesy Pay by contacting us at 797-8300 in Charleston or 1-800-845-0432 outside of Charleston and informing us of your decision. Your decision does not guarantee that we will always pay your ATM and debit card transactions when there

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are insufficient funds in your account to cover the transaction. We retain the right to pay or not pay any items at our discretion when there is not enough money in your account to cover the transaction according to our Courtesy Pay program. We encourage you to make careful records and practice good account management. This will help you to avoid overdrafts and the resulting fees.

Your account will be subject to a charge, per item, whether paid or returned as set forth in our Schedule. Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union and may further overdraw your account balance. Each presentment will be charged a separate overdraft fee even though it may be for a repeat presentment. Whether or not we pay or return an item of any type overdrawing your account, we may after a period of time, impose a fee on the account for every day the account has a negative balance other than the day the item(s) is (are) presented for payment. Any fees associated with nonsufficient funds, Courtesy Pay, transfers, or negative balances, if any, are set forth in our Schedule.

Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. You agree to pay any overdraft amount immediately (within 24 hours of notification or less). We reserve the right to pursue collection of previously dishonored items at any time and charge for services rendered to collect by us or third parties.

**Actual Balances and Available Balances:** In order to manage and understand how transactions are processed, including when fees such as overdraft fees may apply, you understand and agree to the following: Your Actual balance is the total amount of money in your account; it does not take into account outstanding transactions authorized by the accountholder(s). The Actual Balance may not always depict an accurate display of what you may spend without overdrawing your account. Your Available Balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to authorize your transactions during the day and to pay your transactions in our nightly processing. The Available Balance does not reflect every transaction you have initiated or that we have previously authorized. For example, it may not include the following: (1) outstanding checks and authorized withdrawals, such as recurring debit card and ACH transactions that we have not received for payment; (2) the final amount of a debit card purchase (for example, we may authorize a purchase amount prior to a tip that you add); (3) debit card transactions that have been previously authorized but not sent to us for final payment; (4) pending debit card or ATM card transactions. **YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION.**

**Note:** Holds placed on your account balance for pending debit card/electronic transactions including gasoline, hotels, car rentals, etc., may reduce your available balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for such outstanding items may cause your account to become overdrawn and fees assessed. If your account is closed while any such holds are in effect, these funds that are on hold may not be immediately made available to you upon closing.

**Order of Payments/ How we process (post) transactions to your account** –We may, at our discretion, pay a check or item and execute other transactions on your account in any order we choose. The order in which we process checks and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account.

When processing items drawn on your account, our policy is to pay them as we receive them, which may not be in the order you make them. We commonly receive items to be processed against your account(s) multiple times per day in presentment files. Each presentment file received commonly contains a large number of a specific type of item (Check, ACH). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: ACH credits are posted throughout the day as received, smallest to largest; checks and ACH debits are posted after

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hours based on dollar amount, lowest to highest. Any ATM/POS transactions are paid as received and in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations are generally paid at the time they are performed. **Why this is Important to You:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. **Third Parties:** You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with “code” transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

**16. CREDIT UNION'S RIGHT TO INVESTIGATE** — It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or users access device(s) including but not limited to computers, tablets, and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

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

**18. INFORMATION ABOUT YOUR ACCOUNTS AND YOU** — We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us.

**19. NOTICES – NAME OR ADDRESS CHANGES** — You will promptly notify us of any change of address or your name, including your e-mail or other electronic address. In the absence of such notice, any mail, disclosure or notice to you at any address, forwarding address provided to us by the U.S. Postal Service, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you have provided to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the credit union may, in its discretion: (1) charge a fee as set forth in the Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

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**20. STATEMENTS** — If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

**YOUR DUTY TO EXAMINE AND REPORT PROBLEMS:** AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED 30 CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS 30-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

**21. ELECTRONIC RECORDS** — You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks,

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transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

**RECORD RETENTION** — We retain documents and records relating to your accounts, services, and transactions in accordance with state and federal recordkeeping requirements and other applicable laws, rules, regulations and industry standards; the time periods established are also set with consideration for providing a reasonable time period in which disputes or future correspondence may be needed. Records beyond their retention dates may be destroyed in the interest of space, cost, and ease of retrieval in a safe and secure manner. The Credit Union will not be responsible for producing or justifying any records which are beyond the established record retention period.

**22. "E-MAIL" AND ELECTRONIC COMMUNICATIONS** — You acknowledge and agree that much of the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by e-mail or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

**23. SPECIAL ACCOUNT INSTRUCTIONS** — You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. For account changes requested by you, or any account owner, such as adding or closing an account or service, we may require the change in writing such as a signed Account Change Card or other method accepted by us.

From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, business operating agreements, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

**24. RIGHT TO REFUSE INSTRUCTIONS/ORDERS** — If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. We may refuse any particular transaction, transaction type, or request when we in good faith believe that the transaction or request (1) may expose the Credit Union to a risk of loss; (2) may involve a fraud or a scam; (3) may be illegal; (4) is not in accordance with any term or condition applicable to the relevant account; (5) may have been requested without proper authority; (6) would violate any applicable provision of any risk control program of the NCUA or applicable rule or regulation of any

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other federal or state regulatory authority; (7) is not in accordance with any other requirement of our applicable policies, procedures, or practices; or (8) otherwise not be in the best interest of the Credit Union.

**25. INACTIVE OR DORMANT ACCOUNTS** — If no transactions have been made on your checking account over a period specified in the Schedule, we may classify your account as inactive. If no transactions occur on any of your accounts under the same member number over a period specified in the Schedule, we may classify your account as dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Schedule for processing your dormant account. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. For security purposes, once your account is dormant, you will need to contact us to reactivate the account before the account will be eligible to fund transactions. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Periodically IRA accounts may be reviewed. If there is a low balance and/or no activity within a given period of time, you may be assessed a fee or notified that your IRA will be closed.

**26. TERMINATION OF ACCOUNT** — You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You further agree that we can terminate your membership, any account, or service, including any rewards program for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, access devices, and electronic account access including ATM access, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any checks that are lost or stolen; (5) there are returned unpaid items, transactions not covered by an overdraft plan agreement (Courtesy Pay) with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the credit union incurs any loss, or believes it may incur any loss, relating to any loan(s), account(s) or service(s) you have with us or any legal action between you and the credit union; (8) we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the credit union from any risk or loss, or deem it to be in the best interests of the credit union, our members or our employees; (10) you breach any promise under this agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any credit union policy, procedure or standard or any law, regulation or rule; (15) you participate in or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) you make unauthorized posting(s), deface or remove notices or signs on Credit Union premises and/or social media sites without management authorization; (17) you misappropriate Credit Union funds, property, or other material proprietary to the Credit Union; (18) you deliberately or repeatedly violate security procedures or safety rules; (19) you possess, use, or are under the influence of illicit drugs on Credit Union premises; (20) you engage in the use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) as outlined

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in the credit union policy, you act in an inappropriate or disruptive manner as determined by us, such as but not limited to: verbal or physical abuse towards any employee or other member of the credit union; show offensive printed material; or in any way harass an employee or member of the credit union ; (22) you use one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, you use such devices to pay credit card balances with the proceeds of other cards, or you use such devices in a manner we determine is primarily intended to abuse a rewards program; (23) any new state, federal, or other country's laws, rules, regulations, or other requirements make it impractical or impossible for us to meet the requirements of such laws, rules, regulations, or other requirements. We, on our own accord, may place a stop payment on any check, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate an individual account at any time by notifying us in writing. We have the right to require the written consent of all parties to a joint account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any check, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand. **Joint Accounts or Services.** If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require (1) the party to whom the restrictions or termination is applied be removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties. **Duty to Cooperate.** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s). **Surrender of Ownership or other status:** You understand and agree that voluntary surrender or other legal termination of ownership, rights, or other status with regard to any account(s) shall terminate all relationships and our obligations to you. This will include, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.

**27. DEATH OF ACCOUNT OWNER** — We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of twenty (20) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This agreement will be binding upon any heirs or legal representatives of any account owner.

**28. LEGAL PROCESS** — Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, or other adverse claim which in the credit union's opinion affects your account(s); or if there is a dispute between any person(s) and/or private or government organization over an account; or if we are uncertain who is entitled to access an account or funds in an account; we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account(s) and either hold the balance in the subject account(s) until the process or adverse claim is disposed of to the credit union's satisfaction, pay the balance over to the source of the process; or comply with any specifically applicable laws in addressing the Process. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the credit union. Any expenses or attorney fees we incur researching or responding to legal process may be charged against your account without notice, unless prohibited by law. Any process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).

To protect your and our interests with any "claim," "dispute," or "instruction" if we need to seek legal or other professional advice to review or assess any actions or other claims that affect your accounts;

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or to bring any legal action to protect the rights addressed in this Agreement, you agree to pay all costs and expenses, including reasonable attorney fees and court costs, incurred by us. You further agree that all such costs and expenses may be deducted from your accounts, and that you will be responsible for any additional amount owed according to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

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

**30. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

**31. GOVERNING LAW** — This agreement is governed by the credit union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of South Carolina, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted in the Schedule. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

**32. NOTICE OF BINDING ARBITRATION AGREEMENT; RESOLVING CLAIMS:** — You and the Credit Union agree to attempt to informally settle any disputes affecting our accounts which might arise under this *Agreement*. If that cannot be done, you and the Credit Union agree that any dispute affecting your accounts and /or services and arising out of or relating to this *Agreement* will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this *Agreement* (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**. The place of arbitration shall be South Carolina. FOR MORE DETAILS, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement, unless expressly agreed to separately as a part of such other agreements or obligations.

These arbitration provisions shall survive closure of your account or termination of all business with us. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other

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persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis or any other form of representative basis.

**“Claim,”** as used in this section, means any claim, dispute, or controversy (whether under a statute, in contract, tort, or otherwise, and whether for money damages, penalties, or declaratory or equitable relief) by either you or the Credit Union against the other; or against any employee, agent, or volunteer of the other; arising from or relating in any way to this Agreement or any Agreements to which this Agreement apply, in any manner (including any renewals, extensions, or modifications) or any relationships between us.

THE FOLLOWING SECTIONS APPLY ONLY TO THE EXTENT THERE IS AN EXPRESSLY APPLICABLE LAW OR JUDICIAL RULING THAT EXPRESSLY PREVENTS THE USE OF ARBITRATION AS THE METHOD OF DISPUTE RESOLUTION; OR IN ANY CASE WHERE A NON-ARBITRATION PROCESS IS USED AS THE METHOD OF DISPUTE RESOLUTION BY THE AGREEMENT OF THE PARTIES, OR WHERE ARBITRATION IS EXPRESSLY EXCLUDED FROM ARBITRATION PURSUANT TO THE JURISDICTION LIMITS STATED IN THIS AGREEMENT.

If Arbitration is deemed invalid or unenforceable, or if the parties both agree to a non-arbitration process as the method of dispute resolution, then the parties agree that the following terms and conditions shall apply:

#### JURY TRIAL AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH AGREE THAT WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS ACTION; OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER.

You and we both agree that all Claims will be resolved in court by a judge without a jury trial, as permitted by law. However, if permitted by law, then instead of a trial by judge without a jury trial, any claim(s) will be sent to a judicial reference to be heard by a neutral individual (“referee”) which remains in the court system subject to the same rules of procedure, discovery, evidence, and appeal. The judicial referee will generally be an active or retired judge or attorney with 10 or more years of experience, chosen by mutual agreement between you and the Credit Union. If we are unable to agree on a judicial referee, then the referee will be appointed according to the procedure for appointment under applicable law. The judicial referee will decide questions of law and fact, and will resolve the Claim. Judicial reference will be governed by applicable laws of the state having jurisdiction of any Claim. If permitted by law, the referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pretrial or trial proceedings in court. The decision that results from the decision of the referee will be entered as a judgment in the court that appointed the referee. You and the Credit Union both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

Regardless of any other provisions in this Agreement, you and we agree that the validity and effect of the jury trial and class action waiver may be determined only by a court or judicial referee. You and we both have the right to appeal any limitation or invalidation of these waivers.



## Regulation CC - Funds Availability Policy

This disclosure describes your ability to withdraw funds at South Carolina Federal Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that appear to be suspicious or that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**Important Note: The amounts stated in this Funds Availability Policy are adjusted pursuant to applicable federal laws every five years, with the first adjustment being effective July 1, 2020. The amounts that can adjust are (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts as addressed below. To determine the actual amount in effect at any specified time, please refer to the Rate and Fee Schedule.**

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash 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 before 5:00 p.m. 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 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first (1st) business day after the day of your deposit. If we are not going to make all of 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 decide 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.

**3. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day (“large deposits”).
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

**4. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, we reserve the right to apply the following special rules during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available

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on the next 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 \$5,000 will be available on the ninth (9th) 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 \$5,000 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

**5. DEPOSITS AT AUTOMATED TELLER MACHINES** — Our Machines. If you make a deposit at an ATM identified as a South Carolina Federal Credit Union machine, your deposit will generally be available on the first business day after the day of deposit.

**6. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the US cannot be processed the same as checks drawn on US financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Foreign checks payable through a US bank with routing numbers and payable in US dollars may be available the next day.

## Regulation E - Electronic Funds Transfer Agreement/Disclosure

The following are types of Electronic Funds Transfers we may offer now or in the future, not all of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. By signing a Membership Application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered. When you enroll in online or mobile banking or other services, we will provide you the applicable agreements that govern the use of those services. You agree that these terms shall apply to those other services except where those other agreements expressly provide other or contrary terms.

**1. MASTERCARD DEBIT CARD** — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law including using your card to initiate any type of gambling transaction. Funds to cover your card signature based transactions will be deducted from your checking account. For one-time debit transactions, you must consent to the Credit Union's overdraft protection plan (Courtesy Pay) in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Refer to the Nonsufficient Funds (NSF) and Overdrafts (OD) section of this Agreement.

You may use your card and personal identification number (PIN) in automated teller machines of the credit union and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

- Make deposits (credit union machines only), withdrawals, transfer funds to and from, and obtain balance information on your Savings and Checking accounts.
- Make point-of-sale (POS) transactions with your card for signature based and with your personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail, or telephone, or over the Internet from places that accept MasterCard. These purchases may require you to provide card number security information before you will be permitted to complete the transaction.

The following limitations on the frequency and amount of MasterCard Debit Card transactions may apply:

- You may make a maximum of twenty (20) point of sale transactions per day, four (4) of which may be made by ATM withdrawal.
- Transaction amounts are limited to the amount in your account. POS transactions have a maximum limit per transaction for any one (1) day.
- You may withdraw up to a maximum of \$510 in any one (1) day from an ATM machine, if there are sufficient funds in your account. For ATMs not owned by the credit union, other limitations may apply.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 12 for transaction limitations that may apply.

**2. PHONE BANKING (AUDIO RESPONSE)** — For Phone Banking audio response access service for your accounts, a separate PIN will be assigned to you, which then can be personalized. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Transfer funds from your Savings, Checking, Money Market, and Personal Access Line and Home Equity Line of Credit accounts.

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- Obtain balance information for your Savings, Checking, all other deposit accounts offered, and loans.
- Make loan payments from your Savings, Checking and Money Market accounts.
- Make a transfer using a South Carolina Federal credit card. We may also allow transfers to any savings or checking account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit, current savings and investment rates, credit card and payment information.

Your accounts can be accessed by Phone Banking via a touch-tone telephone. Phone Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries; however, there are limits on the number of transactions and per transaction dollar amounts that you may make in any one (1) day.
- See Section 12 for transaction limitations that may apply.

The credit union may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

### 3. PREAUTHORIZED EFTS —

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your account(s).
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your Checking account. See Section 12 for transaction limitations that may apply.
- **Stop Payment Rights.** If you have arranged in advance to make electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us at least three business days before the transfer is scheduled to occur. We may require you to put your request in writing and forward it to us within 14 days after you notify us orally. You understand that the exact information is necessary for the credit union's computer to identify the item. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the item. If we recredit your account after paying an item over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the item and assist us in any legal action.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**4. REMITTANCE TRANSFERS** – The term remittance transfer typically describes an electronic transaction where a consumer sends funds to a recipient (consumer or organization) in another country. Remittance transfers may include international wire transfers, international western union transfers, etc.

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**If you want to cancel a remittance transfer** – You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number listed below in the Errors or Questions about Transactions section within 30 minutes of payment for the remittance transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account. Any request for cancellation is subject to applicable security procedure(s). We shall have no liability if such cancellation is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs, and expenses we may incur in attempting to cancel any transfer.

**5. ONLINE BANKING** — For Online Banking access, you will need your account number, drivers' license number, and Social Security Number. Upon initial login, you will be prompted to update your user name and password. For security purposes, there are other authentication requirements necessary based on account access and transaction activity as outlined in the Online Services Agreement. At the present time, you may use the Online Banking Internet access service to:

- Transfer funds from your Savings, Checking and Money Market accounts, and between other South Carolina Federal accounts where you have requested cross account access.
- Obtain balance information for your Savings, Checking, all other deposit accounts offered, and loans.
- Make loan payments from your Savings, Checking and Money Market accounts.
- Access your Personal Access Line or Home Equity Line of Credit account

Your accounts can be accessed through Online Banking via personal computer or other web enabled device, such as a smart phone or tablet. Online Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries; however, there are limits on the number of transactions and per transaction dollar amounts that you may make in any one (1) day.
- Limitations for inactivity for Online Banking may apply. Refer to the Online Services Agreement for requirements. Online Banking accounts that have not been accessed for 90 days or more will be removed from Online Banking.
- See Section 12 for transaction limitations that may apply.

**6. MOBILE BANKING** — You can access Online Banking using mobile devices with Web browsing capabilities and an active data plan. Using the same login used for Online Banking, you can access some account information and conduct transactions. Mobile Apps are available with iPhone® and Android™ phones. Bill Pay is available through the Apps, however, to use Bill Pay, you must first sign-up for Bill Pay through Online Banking. For additional information, go to [scfederal.org](http://scfederal.org).

**7. TEXT BANKING** — Allows access to basic account information and transfer of funds using your cell phone by simply sending a text and no data plan is required (text messaging charges by your provider may apply). Once you enroll through Online Banking, you can do the following:

- Obtain account balances.
- View recent activity on account.
- For additional information, go to [scfederal.org](http://scfederal.org).

**8. ONLINE BILL PAY** — We process payments through a third party vendor. You can sign up for this service through Online Banking. With Bill Pay, you can do the following:

*(Continued)*

- Make payments to billers
- Add new billers or change information for existing billers
- View pending payments and payment history
- View eBill information

We will withdraw the designated funds from your checking account for Bill Pay transfer by the designated cut-off time on the date you schedule for payment. We will process your Bill Pay transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for billers to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of Bill Pays per day; however, there are maximum limits on the dollar amount per transaction and per day.
- Limitations for inactivity for Bill Pay may apply. Refer to the Online Services Agreement and Bill Pay Agreement for requirements.

In no case will we be liable for consequential, indirect, or punitive costs or damages. South Carolina Federal and the bill pay service provider will carry out your instructions in a reasonable manner.

Additional features and services may be available in Online , Mobile, Text Banking, and Online Bill Pay. Please refer to our website at [scfederal.org](http://scfederal.org) and your Online Services Agreements for additional information.

**9. ELECTRONIC STATEMENT (ESTATEMENTS) AND NOTICES (ENOTICES)** — You may elect to receive your periodic statements and notices electronically. If you make this election, South Carolina Federal will post your eStatement and eNotices in a secure manner and send notification via email so that you may retrieve at your convenience. To sign up for eStatements and eNotices, visit our website and agree to the terms in the Online Services Agreement. If you agree to receive these electronically, you will no longer receive paper versions and you agree to accept your statements and notices, and all disclosures related to such, electronically by a visual text to be displayed on a personal computer monitor.

You acknowledge and agree that if you elect to receive Electronic Statements you have read and you understand the South Carolina Federal Credit Union Online Banking Agreement, that any e-mail address you provide to the credit union is accurate, that you will promptly notify the credit union of any change in your e-mail address in the manner prescribed in the Agreement, that you will promptly notify the credit union if you believe that your PIN has been lost or compromised, and that you have the ability to store or print copies of your statements for your records.

**10. ELECTRONIC CHECK CONVERSIONS (ECK)** — An ECK transaction occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be proceeding when it has been authorized by the member. A member authorizes the transaction when he or she receives the appropriate notice and then goes forward with the transaction. You agree that any such transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Account Agreement.

**11. OVERDRAFTS** — Details of our overdraft procedures are provided in the Nonsufficient Funds (NSF) and Overdrafts (OD) section of this Agreement.

**12. TRANSFER LIMITATIONS** — In accordance with Regulation D, for all savings, club and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer (Online Banking), by telephonic order or instruction (Phone Banking/Contact Center), or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

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### 13. TEMPORARY HOLDS AND AUTHORIZATIONS FOR AMOUNTS IN EXCESS OF TRANSACTIONS

To facilitate electronic transactions you make we may place temporary holds on funds available in the account that your card is attached to. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. It is your obligation to ensure sufficient funds are available at all times to cover the transactions you make - including the amount that may be subject to these holds. Pursuant to the processing networks' rules a merchant may obtain authorization for up to 3 times the total estimated amount of your actual purchase. This is deemed to be an "authorized amount" by you and the authorized amount will not be available for 36 hours or more after your bill is finally settled with such merchant(s), which can result in insufficient funds in the account that your card is attached to. Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods.

### 14. CONDITIONS OF EFT SERVICES —

- a. **Ownership of Cards** – Any card or other device, which we supply to you, is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. **Honoring the Card** – Neither we, nor merchants authorized to honor the card, will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. **Foreign Transactions** – MasterCard. Purchases, cash advances and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.  

A fee of .9% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. In addition, a fee of .2% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Credit Union will assess the fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. MasterCard's processing rules are incorporated herein, as amended from time to time.
- d. **Security of Access Code** – You may use one (1) or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, such authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.
- e. **Multiple Party Accounts** – If any of your accounts accessed under this agreement are multiple party accounts, all joint owners, including any authorized users, shall be bound by

*(Continued)*

this agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

- f. **Stop Payment.** Except as specifically provided herein, the credit union cannot honor stop payment requests on any transaction.
- g. **Blocked Transactions.** For security reasons, we may block the use of your card in certain countries or geographic areas. You may contact us to request the removal of a blocked area, if allowed by law.

**15. FEES AND CHARGES** — There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Schedule.

If you use an ATM that is not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer, including balance inquiries. The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**16. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your permission 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. You could lose all the money in your account (plus your maximum overdraft line of credit).

You are not liable for an unauthorized MasterCard debit card transaction that was not conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two (2) or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise your liability for an unauthorized MasterCard debit card transaction that was not conducted at an ATM will be no more than \$50.

For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us at the number or address listed below in the Billing Errors section.

You should also call or write if you believe a transfer has been made using the information from your check without your permission.

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**17. RIGHT TO RECEIVE DOCUMENTATION** — We will disclose information to third parties about your account or the transfers you make:

- a. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, preauthorized EFTs, Online Banking, Bill Pay, and Phone Banking transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. **Terminal Receipt.** You can get a receipt at the time you make any transaction involving your account using an ATM and/or (POS) terminal.
- c. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt from the person or company making the deposit (such as a pay stub), you can find out whether or not the deposit has been made by calling (800) 845-0432. This does not apply to transactions occurring outside the United States.

**18. ACCOUNT INFORMATION DISCLOSURE** — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a consumer reporting agency or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

**19. BUSINESS DAYS** — Our business days are listed on our website and at our financial center locations.

**20. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events if:

- Through no fault of ours, there is not enough money in your accounts to complete the transaction, or if the transaction involves a loan request exceeding your credit limit.
- You have not properly followed instructions for operation of the ATM or system.
- The ATM where you are making the transfer does not have enough cash.
- The ATM was not working properly and you knew about the problem when you started the transaction.
- Circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- The money in your account is subject to legal process or other claim.
- The transaction would exceed one of the established limits contained in this Agreement or by other South Carolina Federal Agreements.
- Access to your account has been blocked after you reported it lost or stolen or you use a damaged or expired access device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

**21. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when

*(Continued)*

received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will provide notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

**22. ERRORS OR QUESTIONS ABOUT TRANSACTIONS** — In case of errors or questions about electronic funds transfers telephone us at the following number or send us a written notice to the following address as soon as you can. For errors involving your Personal Access Line of Credit (PAL) or Credit Card, refer to the loan agreement and disclosures for a description of your rights. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(800) 845-0432 (Nationwide) (803) 738-8300 (Columbia)  
(843) 797-8300 (Charleston) (843) 545-8300 (Georgetown)

or write to:

South Carolina Federal Credit Union  
PO Box 190012, North Charleston, SC 29419-9012

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the credit union has made an error or why you need more information.
- 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 ten (10) business days.

We will determine whether an error has occurred within ten (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 forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) 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 you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

**Errors on Remittance Transfers** — If you think there has been an error or problem with your remittance transfer, call or write to us using the contact information listed above. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address [or telephone number]; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three (3) 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 any documents we used in our investigation.

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**23. TERMINATION OF EFT SERVICES** — You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make Bill Pay transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

**24. SECURITY USING ATMS AND NIGHT DEPOSIT FACILITIES** — The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN or access code on your debit card.

Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**25. Mastercard Automatic Billing Updater (ABU).** ABU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen, or new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. If at any time you wish to opt-out of the ABU service, or if you have questions, please call 855-325-0904.



# Investment Solutions

Available through CUSO Financial Services, L.P.

## A Program Designed to Help You Strive for Financial Security

**Building a solid financial future is not a one-size-fits-all kind of plan.** You need a strategy that fits your needs and your finances. Most of all, you need a team you can have confidence in. South Carolina Federal Credit Union recognizes that the availability of non-deposit investment programs is an important service credit union members seek in order to help achieve their financial objectives. The Credit Union has contracted with CUSO Financial Services, L.P. (CFS\*) to make non-deposit investment products and services available to credit union members through Investment Solutions.

Whether you're looking for overall financial guidance, assistance with a specific financial goal, creating a comprehensive financial plan or just get a second opinion, Investment Solutions, through CFS\* is here to help. It is our mission to help you achieve your lifelong financial dreams. Our Investment Solutions\* team is strongly committed to listening to your individual needs to help you realize your financial goals.

The CFS\* Financial Advisors can provide you individualized service, and are experienced in working directly with members like you.

Solutions include:

- Financial planning
- Retirement planning
- Rollovers & consolidation
- Estate planning
- Higher education funding
- Complimentary education seminars
- Economic news and market updates

To find out more:

843.797.8300 (Charleston) or 800.845.0432, ext. 4917 (Nationwide)

Visit [scfederal.org/investments](http://scfederal.org/investments)

\*Non-deposit investment products and services are offered through CUSO Financial Services, L.P. ("CFS"), a registered broker-dealer (Member FINRA/ SIPC) and SEC Registered Investment Advisor. Products offered through CFS: **are not NCUA/NCUSIF or otherwise federally insured, are not guarantees or obligations of the credit union, and may involve investment risk including possible loss of principal.** Investment Representatives are registered through CFS. The Credit Union has contracted with CFS to make non-deposit investment products and services available to credit union members.



# Insurance Solutions

## Protect what matters with Insurance Solutions™

South Carolina Federal Credit Union understands you need convenient solutions for insurance. Through Insurance Solutions\* we offer a variety of affordable options. As an independent agency, Insurance Solutions\* is not affiliated with any particular insurance carrier, so they are able to shop dozens of top-rated insurance companies to find the best coverage for the lowest cost on your behalf. Our knowledgeable agents have decades of experience and multiple professional designations in insurance and financial services. They will help you find solutions tailored to your individual needs and future goals.

### Personal Insurance

- Home, Condo, Renters, Landlord, Builders Risk, Flood, and Earthquake
- Auto, Boat, Motorcycle, and RV insurance
- Personal Umbrella/Excess Liability insurance
- Wedding, and Special Event

### Business Insurance

- Commercial Auto, Commercial Property, Business owners Policy
- Workers' Compensation, Cyber Liability, Errors and Omissions and Directors' and Officers' Liability

### Life Insurance

- Life, Mortgage Protection, and Final Expense

### Other Products

- Health Insurance
- Virtual Care
- Dental Insurance
- Legal Plan Services
- Identity Theft Protection

Whether you need to compare your current rates or need to look into insurance for the first time, contact us today and take advantage of this free, no obligation consultation.

- Phone: 843-569-4740 (Charleston) or 843-797-8300, ext. 4740 (Nationwide)
- Email: [insurance@scfederal.org](mailto:insurance@scfederal.org)
- Website: [www.scfederal.org/Insure](http://www.scfederal.org/Insure)

The insurance products available through South Carolina Financial Solutions, LLC, a licensed insurance agency doing business as South Carolina Federal Insurance Solutions, a wholly-owned subsidiary of South Carolina Federal Credit Union are underwritten through and provided by insurance companies authorized, licensed, or enabled to provide coverages in the jurisdictions where such coverage is offered. South Carolina Federal Insurance Solutions acts only in the capacity of an agent or broker in obtaining such coverage. In all instances where a discrepancy might arise between informational, advertising, and/or marketing material and the actual policy issued by the insurance company, the terms and conditions contained within such policies will always take precedence. South Carolina Financial Solutions, LLC and South Carolina Federal Insurance Solutions™ do not offer tax or legal advice. Consult your tax or legal professional for advice.



**SOUTH CAROLINA  
FEDERAL**  
CREDIT UNION®

Insured by NCUA.