



MEMBERSHIP AND ACCOUNT AGREEMENT

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Membership and Account Agreement

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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you by Vantage Credit Union (VCU). In this Agreement, the words “you” and “yours” mean those who sign the Account Card as members, joint account owners. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more share or deposit accounts you have with the Credit Union, including savings accounts, Money Market accounts, checking accounts, and certificate of deposit accounts, as applicable.

By signing the Account Card (“Card”) and/or the VCU Application/Agreement that is a part of this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and Fee Schedule accompanying this Agreement, and the Credit Union’s Bylaws and account policies, which collectively govern your Membership and Accounts. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

MEMBERSHIP AND ACCOUNTS

1. MEMBERSHIP ELIGIBILITY To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain (the “general share”) as required by the Credit Union’s Bylaws. You will provide current Federal or State picture identification and/or other documents (including a thumbprint on any account card you complete) to assist the Credit Union in confirming your identity as required by federal law. You acknowledge these documents will be copied and retained as part of your account record. You authorize us to make inquiries, with outside authorization services, prior to the opening of any account relationship. You authorize us to check your account, credit, employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. INDIVIDUAL ACCOUNTS An individual account is an account owned by one depositor including any individual, trust or other organization qualified for credit union membership. If the account is an individual account, the interest of a deceased individual owner will pass to the decedent’s estate or POD beneficiary, if applicable.

3. JOINT ACCOUNTS An account owned by two or more persons is a joint account. If your account is a joint account, the account

is owned as a joint account with right of survivorship, upon the death of one of the joint account owners, that person’s interest will become the property of the surviving joint account owners.

a. Rights of Joint Account Owners Any joint account owner is authorized to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any joint account owner. Any joint account owner may withdraw all funds in the account, stop payment on items drawn on an account, transfer, or pledge all or any part of the shares of any account (except the general share) without the consent of the other joint account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). The Credit Union reserves the right to require written consent of all joint account owners for any borrowing, pledging all or any part of the shares, a change of ownership or termination of an account. If the Credit Union receives written notice of a dispute between joint account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

b. Joint Account Owner Liability If any item deposited in a joint account is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of the returned item or overdraft and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any joint account owner is indebted to the Credit Union such that the Credit Union has a lien against an account of that joint account owner, the Credit Union may enforce its rights against any or all funds in the joint account, or the joint account owner’s other accounts, regardless of who contributed the funds to the account(s).

4. POD BENEFICIARIES Completion of the Payable on Death (POD) Beneficiary designation section of the Card creates an account payable to the owner or owners during their lifetimes, and upon the death of the last owner, payable to the named POD beneficiary on the Card. If an account is held by more than one owner, each joint account owner will be subject to the rules pertaining to joint ownership as set forth above. The account owner(s) has the right to change the POD at any time in writing signed by all account owners. Accounts payable to more than one POD beneficiary are owned jointly: there is no right of survivorship between beneficiaries. Any POD beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. If there is no surviving POD payee upon the death of the last owner, state law will determine ownership of the funds in the Account.

5. ACCOUNTS FOR MINORS For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a joint account owner who is at least eighteen years of age, who shall be primarily liable to the Credit Union for any returned item, overdraft, or unpaid charges

or amounts on such account. All funds in a joint account shall be owned as a joint account with right of survivorship. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT

An account may be established under Missouri Transfer to Minors Law, the state version of the Uniform Transfer to Minors Act. This Law allows an account to be established for one minor with one custodian. The Law governs all rights and duties. The funds may not be pledged as collateral for a loan and the deposits in the account are held for the exclusive right and benefit of the minor. The custodian is responsible for account activity and compliance with the Missouri Transfer to Minors Law.

7. ACCOUNTS FOR LIVING TRUSTS An account for a living trust is an account held by one or more trustees for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee(s) will provide to the Credit Union evidence of the trustee's authority. Trustee warrants that a valid living trust has been created, is currently existing, and that grantor and beneficiary are eligible for membership in the Credit Union. The Credit Union is under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if any change regarding the trust agreement (including a change in trustee) occurs. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Funds may be released to any one trustee acting alone or with a co-trustee. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. The trustee(s) agrees to defend as well as to indemnify and hold the Credit Union harmless of any claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee unless a successor trustee notifies the Credit Union in writing prior to any unauthorized act. This Agreement shall be binding on the trust, successor trustee(s) and beneficiaries.

8. POWER OF ATTORNEY In accordance with Missouri Statute 401.700 to 404.735, we are not required to recognize any properly executed Power of Attorney to act on an account, even if we have previously accepted the Power of Attorney for other transactions. If we accept a Power of Attorney, we may continue to recognize the authority of your Attorney-in-Fact, until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We require all modifications, amendments or revocations to be in writing, notarized, and delivered to the following address: 4020 Fee Fee Road, Bridgeton, MO 63044. We also reserve the right to restrict the types or sizes of transactions we will permit an Attorney-in-Fact to conduct on a case-by-case basis and may require the Attorney-in-Fact to present the complete original or certified copy of the Power of Attorney before conducting any transaction. Additionally, the Credit Union may require an Indemnification Agreement and Affidavit be completed by the Attorney-in-Fact to act within the authority of the Power of Attorney.

A person acting under a Power of Attorney is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no right of survivorship in the account.

9. MULTIPLE ACCOUNTS Should you require multiple accounts and/or account types with different owners and/or different terms, the Credit Union reserves the right, for the protection of both you and the Credit Union, to require you to complete additional cards that meet your particular account needs. These cards are part of this agreement. Membership eligibility requirements apply to all additional accounts requested.

10. ACCOUNTS FOR ORGANIZATIONS Accounts held in the name of an organization are subject to the same terms set forth in this Agreement and the following additional rules. The account owners agree to inform the Credit Union of the persons authorized to transact business on behalf of the organization. The Credit Union may rely on the account owners' written authorization until such time as the Credit Union is informed of changes in writing. The Credit Union requires that third party checks payable to an organization will not be cashed, but must be deposited to an organization account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has written notice of any wrongdoing.

11. DEPOSIT REQUIREMENTS Deposits may be made to your deposit account, in any amount by cash, check, or other item for deposit at the main office, any branch, branch night depository or any Credit Union ATM. All deposit accounts are nonassignable and nontransferable to third parties.

a. Endorsements You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other negotiable items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all owners. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union reserves the right to verify all endorsements on checks presented, requiring valid identification or by comparison with member signature files, and to require insurance, government, and certain other checks or drafts to be endorsed in person exactly as they are made payable. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. The Credit Union may disregard information on any draft or check other than the signature of the drawer and MICR information.

b. Final Payment All non-cash items deposited to your account are posted subject to our receipt of final payment by the payor bank.

Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your Account.

c. Direct Deposits The Credit Union may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) pre-authorize transfers from other accounts at the Credit Union, or from your checking account at another financial institution as per your written instruction (see #33.c.). You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least three (3) days prior to any direct deposit or preauthorized transfer if you wish to cancel the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union.

d. Crediting of Deposits Unless otherwise stated in the Availability of Funds and Collection of Checks stated in this Agreement, deposits received at our offices on business days before the deposit cutoff time will be credited to your account as of the day of the deposit. Deposits made after the deposit cutoff time, deposits made at Automated Teller Machines, and deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed teller locations such as night depositories will be credited on the day funds are removed and processed by the Credit Union.

12. ACCOUNT ACCESS

a. Access Options You may make withdrawals or transfers from your account in any manner which is permitted and within established access limits by the Credit Union (e.g., Online, tweetMyMoney™ service via Twitter, check, Automated Teller Machines (ATMs), in person, by mail, automatic transfer, telephone, check card or Touch Tone Teller as applicable). The credit union reserves the right to require your presence to complete certain transactions.

b. Authorization Codes, Passwords and Personal Identification Number (PIN)

Many access options require the use of an account number, username (established by You) or access device (plastic ATM or Visa check card) and the use of a predetermined or established code to confirm identity and authorization. The codes include but may not be limited to any Authorization Code, password or Personal Identification Number (PIN) established and/or maintained by you. You will hold each code in strict confidence. You will notify the Credit Union immediately if any code has been compromised, lost or stolen. If we receive notice of the loss or

theft of any of your codes we may, at our discretion, freeze Your Account to prevent further access. Delivering any code to another person constitutes authorization of that person to conduct any and all future transaction on your account. You acknowledge retaining your account and or codes on any type of computer and/or cell phone constitutes authorization of any user on that type of computer and/or cell phone to conduct any and all transactions on your account. You shall be liable for all authorized use of your code(s). You understand that each code or other electronic access you request for your joint owner(s) or co-trustee(s) will allow them access to funds and/or information on accounts which they may not be a joint applicant. The utilization of any code is an order by you for the transaction on your account. You have the ability to change your code for many of the access devices. If you wish to revoke this authorization, you will notify VCU immediately and will also change your code(s) on all electronic services that you have with VCU. The Credit Union may restrict the withdrawals or transfers on your accounts, as described in the related account disclosures and in section 14, Account Transaction Limitations. We may, without notice or liability to you (except as required by applicable law), revoke or limit any or all uses of all code(s).

c. Wire Transfers If you send or receive a wire transfer, Fedline may be used. Fedline transactions are governed by Regulation J. In accordance with this regulation, the Credit Union will not provide you with next-day notice of receipt of wire transfers. You will receive notice of receipt of wire transfers in the periodic account statements which we provide. The Credit Union reserves the right to require your presence and original signature prior to accepting an outbound wire transfer request. If you give the Credit Union a payment order which identifies the beneficiary (recipients of the funds) by both name and identifying or account number, payment may be made by the beneficiary's financial institution on the basis of the identifying or account number, even if the number identifies a person different than the named beneficiary. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as the proper identification even if it identifies a different person than the named financial institution.

d. ACH Transactions ACH transactions are governed by operating rules of the National Automated Clearing House Association (NACHA). In accordance with these rules, the Credit Union will not provide you with next-day notice of receipt of ACH items to your account. You will receive notice of receipt ACH items in the periodic account statements which we provide. As per NACHA Operating Rules, we will rely solely on the account number contained in the entry for posting to a member's account.

1. Credits You may make arrangements for certain ACH deposits to be accepted into Your Regular Savings or checking account. The Credit Union may give you credit for ACH deposits before it receives final settlement of the funds transfer. Any such credit is

provisional until the Credit Union receives the final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry.

2. Debits You may make arrangements to pay certain recurring bills from your Regular Savings account (limited per Regulation D) or your Checking account. Cancellation of this debit would require a stop payment order.

e. Transactions by Mail Except as otherwise provided in this Agreement, the Credit Union may permit you to make deposits, transfers, and withdrawals by mail. Such transactions will be posted to your account as of the day the transaction is received at the Credit Union.

f. Automatic Transfer Policy The Credit Union offers an Automatic Transfer service for deposits as well as loan payments. You must authorize this service by completing the Automated Payroll Distribution Authorization. Automated transfers scheduled to post during the week will process at the close of that business day. Automated transfers scheduled to post during a weekend or on a holiday will process on the business day **prior** to the weekend or holiday.

13. ACCOUNT RATES AND FEES The Credit Union's payment of dividends on the general share and interest on deposit accounts, is subject to the following earnings, payment, and balance requirements. Dividends mean any declared or anticipated earnings on a member's shares. Interest means the Credit Union's payment for the use of funds in a deposit account offered under state law calculated by the application of a periodic rate to the balance.

a. Annual Rate For dividends paid on shares, the Annual Percentage Rate is the stated annual simple rate of return (simple dividend rate) your account is anticipated to earn without regard to compounding. The simple dividend rate may change from time to time based on the Board of Directors' declaration of dividends based on available earnings of the Credit Union. For interest paid on deposit accounts, the Annual Percentage Rate is the stated annual simple rate of return (simple interest rate) your account will earn without regard to compounding. The Annual Percentage Rate for each account, including the period it will be in effect, the frequency of any rate changes, and limitations, if any, are set forth on the related Account Disclosure.

b. Annual Percentage Yield The Annual Percentage Yield for a share or deposit account means the total amount of dividends or interest that will be earned on the account based on the Annual Percentage Rate and the frequency of compounding applicable to the account if all funds remain on deposit for a 365-day period. For dividends paid on the general share, the Annual Percentage Yield may change from time to time based on the Board of Directors' declaration of dividends based on available earnings of the Credit Union. If you withdraw some of your deposit funds or any fees are assessed on your account during the period, the Annual

Percentage Yield will be reduced. The Annual Percentage Yield for each account and the period it will be in effect are set forth in the related Account Disclosure.

c. Compounding and Crediting The compounding period for your account is the period at the end of which dividends or interest are added to the account balance and begin to earn additional dividends or interest. The frequency with which dividends or interest will be compounded and credited to each account are set forth on the related Account Disclosure. The crediting of earned interest will be posted to the account or paid to the member on the last business day of the month, or the end of the calendar quarter, semi-annually or annually, as per the account established. If you close an account before dividends or interest are paid, you will not receive the accrued dividends or interests.

d. Balance Requirements If any account is subject to a minimum balance requirement to open or maintain the account, avoid the imposition of any service fees, or obtain the stated Annual Percentage Yield, the balance requirements, including the conditions and fees, are set forth on the related Account Disclosure. The method of determining the balance on which dividends or interest are computed or minimum balance requirements imposed is set forth on the related Account Disclosure. If your account falls below a minimum required balance at any time during the period, your account may be subject to a service fee or may not earn dividends or interest at the stated Annual Percentage Rate.

e. Dividends Not Guaranteed For dividends on the general share, the Credit Union Board of Directors declares dividends based on current income and available earnings of the Credit Union, after providing for the required reserves at the end of the dividend period. The stated dividend rates and yields reflect the earnings the Credit Union anticipates having available for distribution. The dividend rates and yields are not guaranteed.

f. Fees and Charges Subject to applicable law, you agree to pay us, or have deducted from your Account, certain fees and charges for Account services. In addition we may charge you for other services whether or not related to your Account, such as wire transfers of funds or issuing a cashier's check. The fees and charges that are applicable to your Account are set forth on the related Account Disclosure and Fee Schedule. You agree that the fees and charges may change and we will notify you of the changes, to the extent required by law.

14. ACCOUNT TRANSACTION LIMITATIONS

a. Withdrawal Restrictions The credit union reserves the right to require your presence, original signatures and valid identification for any withdrawal request. The Credit Union will permit a withdrawal if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan with sufficient credit or funds available to cover the item(s). The use of any access device (i.e.: ATM or Check Card) results in an immediate reduction (not necessarily for

the total transaction amount) in the available funds in an account. Checks or other transfer or payment orders (including ATM and Check Card) which are drawn against insufficient available funds will be subject to a service charge, set forth in the related Account Disclosure and Fee Schedule. If there are sufficient available funds to cover some, but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union reserves the right to require a member to make a withdrawal from any account (except checking) to give written notice of such intent not less than seven (7) days and up to sixty (60) days before such withdrawal.

b. Account Limitations

1. For savings accounts, you and any joint account owner are restricted from making more than six transfers or withdrawals during any calendar month to another credit union account of yours or to a third party by means of pre-authorized or automatic transfer or telephonic order or instruction, including Touch Tone Teller, Online, tweetMyMoney™ via Twitter or overdraft transfers resulting from non-sufficient funds in your checking account. A pre-authorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written order including orders received through the automated clearing house (ACH). In addition to the transactions specified above, you may make unlimited withdrawals or transfers as follows: (i) transfers to any loan account with the Credit Union; or (ii) transfers or withdrawals (payments directly to you) by mail, messenger, in person, ATM machine, if applicable, from this account to another Credit Union account of yours. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to termination of access devices.

2. For Money Market accounts you and any joint account owners are restricted from making more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction.

15. CERTIFICATE OF DEPOSIT Certificates of deposit are subject to the terms of the Agreement, and the specific terms, and disclosures set forth on the certificate for each account are incorporated herein by reference. Certificates of deposit are nontransferable, not assignable and non-negotiable.

16. OVERDRAFTS

a. Overdraft Liability If on any day, the available funds in your checking account are not sufficient to cover checks, fees, and other items posted to your account (i.e. Visa Check Card debits, preauthorized transfers, Online, tweetMyMoney™ service via Twitter transactions), those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only

one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the related Account Disclosure and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the Credit Union pays a check or imposes a fee that would otherwise overdraw your account you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

b. Overdraft Protection Plan If we have approved an overdraft protection plan for you, we will honor checks or other item(s) drawn on insufficient funds in your account by transferring the necessary funds from another account under this Agreement or Loan Account as required under the Credit Union's overdraft protection plan. Transfers from a deposit account will be governed by the Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

c. Courtesy Pay Disclosure Courtesy Pay is not a line of credit and does not constitute an actual or implied agreement between Vantage Credit Union and any account owner or authorized signer. However, if you accidentally overdraw your checking account and have exhausted all other overdraft protection options, we may normally pay the overdraft including the amount of the related fee for each check, in-person withdrawal, ATM withdrawal or other electronic means you have authorized and requested VCU to pay. VCU is not obligated to pay any items presented for payment if your account does not contain sufficient available funds, and any discretionary payment as part of the Courtesy Pay service (or other negotiation or processing) by VCU of any non-sufficient fund check(s) or other item, does not obligate VCU to pay any additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item. The Courtesy Pay service utilizes unique account characteristics to continually adjust the courtesy pay limit on each checking account. Your consumer (primarily used for personal and household purposes) checking accounts, excluding Fresh Start checking account, for members 21 years of age and older may be eligible for this discretionary service provided:

1. You are actively using your checking account and make frequent deposits to maintain the account in good standing; and
2. You are not in default on any loan or other obligation to VCU and
3. The checking account is not subject to any legal or administrative order or levy.

When an item is paid and creates an overdraft you agree and authorize VCU to pay the item from funds from another of your

accounts or from funds subsequently deposited in the account including direct deposits of governmental benefits including but not limited to Social Security and Supplemental Security Income.

The total negative balance, including utilization of the variable Courtesy Pay limit, any and all fees and charges is due and payable immediately and must be paid within twenty (20) days or the checking account will be excluded from the Courtesy Pay service and the negative balance may be turned over to a collection agency. Each account owner and each authorized signer will continue to be liable, jointly and severally, for all such amounts.

Courtesy Pay is a service and not a right or obligation and Vantage Credit Union in its sole and absolute discretion can cease paying overdrafts at any time without prior notice of the reason or cause.

17. CHECKS ISSUED ON YOUR ACCOUNT Checks issued on your account(s) are not returned with the statements. You may request a copy of any canceled check(s). Members who have established Online account access may also view and/or print copies of canceled check(s). Please refer to the Fee Schedule for current charges.

a. Postdated Items You must not date a check later than the date that you write it. If you do and the item is presented for payment before its date, the Credit Union may return it unpaid. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to act upon the notice and you describe the item, including the number, date, and amount. You also agree not to deposit checks, drafts, or other items before they are properly payable.

b. Staledated Items The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six months after its date, but may charge your account for payment unless the item is certified or you have placed an effective stop payment order.

c. Legended Items The Credit Union, in paying or taking a check for collection, may disregard information on the check other than the signature of the drawer, the identification of the drawee bank and payee, the amount, endorsements, and any other information encoded onto the MICR line according to general banking standards. You acknowledge and agree that processing checks in this manner, using only information encoded onto the MICR line satisfies the Credit Union's responsibility to exercise of good faith and ordinary due care.

d. Electronic Presentment and Payment of Checks

In some cases when you write a check to a merchant in payment of goods or services the merchant may present that check electronically for payment instead of sending us the paper check. Also, if your check is returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them

against your account the same as if we had received the actual paper check. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic fund transfer is covered under the provisions and protection of the Electronic Fund Transfers Act. Check re-presentments (such as check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Fund Transfers Act.

e. Substitute Checks

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

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

What are my rights regarding substitute checks?

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

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

If you use this procedure you may receive up to the lesser of the amount of the check or \$2500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest

if your account earns interest) not later than 45 calendar days after we received your claim.

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

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 4020 Fee Fee Rd., Bridgeton, MO 63044. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

18. STOP PAYMENT ORDERS

a. Stop Payment Request You may, upon timely and proper request, ask the Credit Union to stop payment on any check or other payment order drawn upon your Money Market account, Home Equity Line-of-Credit or checking account. You may request a stop payment by telephone, by mail, through Online, Touch Tone Teller or by appearing in person. The stop payment will be effective if the Credit Union received the order in time for the Credit Union to act upon the order and you provide the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If a Credit Union cashier's check is lost, stolen or destroyed and a replacement check is requested, a Declaration of Loss must be made under penalty of perjury by the remitter or payee. The Declaration of Loss becomes enforceable on the ninetieth (90th) day following the date of the cashier's check.

b. Duration of Order Verbal stop payment orders remain in effect for fourteen (14) days. Prior to the end of the 14 days, you must confirm this verbal request with a written stop payment request for it to remain in effect. Written stop payment orders are effective for six (6) months. In order for any written stop payment order to remain in effect after six (6) months, you must

renew the order in writing. Stop payment orders issued through Online or Touch Tone Teller will be considered confirmed (written) by the use of your personal code to access the service.

c. Liability The Credit Union may charge a fee for each stop payment order requested, as set forth on the related Account Disclosure and Fee Schedule. Be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. If you place a stop payment order and the item is paid through no fault of yours, the Credit Union will only be liable for actual damages you incur, not to exceed the amount of the check.

d. Stop Payment of Electronic Funds Transfers

1. Right to Stop Payment and Procedure for Doing So.

Note: Payments scheduled via Bill Pay service must be cancelled by You within the Bill Pay service prior to processing. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this Agreement in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

2. If you have told us to debit your checking account at another financial institution, you can stop this transaction by writing us at the address listed in this Agreement in time for us to receive Your request three business days or more before the transactions if scheduled to be made.

3. Liability for Failure to Stop Payment of Electronic Funds Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for actual damages you incur, not to exceed the amount of the item.

19. LOST ITEMS The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

20. CREDIT UNION'S LIABILITY FOR ERRORS If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction. The Credit Union will not be liable if: (1) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (2) circumstances beyond the Credit Union's control prevents the transaction; (3) your loss is caused by the negligence of another financial institution; or (4) the money in your account is subject to legal process or other claim. In no event will the Credit Union be liable for consequential damages. You grant the funds, to rely exclusively on the form of the account and the terms of this Account Agreement.

21. CREDIT UNION LIEN The Credit Union will have a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply the funds on which it has a lien to pay off your indebtedness (except real estate secured obligations) as a borrower, guarantor, or endorser to the Credit Union. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time.

22. ACCOUNT INFORMATION Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulation; (3) such disclosure is in compliance with the law, government agencies or court order; or (4) you give us your written permission.

23. NOTICES

a. Name or Address Changes It is your responsibility to notify the Credit Union upon a change of name or change of address. The Credit Union is only required to honor items drawn upon the name as listed on the account and to attempt to communicate with you only at the most recent address you have provided to the Credit Union. Your personal information, including home mailing address, contact phone numbers and e-mail address may be changed in writing, by speaking with a credit union representative or through Online account access. The Credit Union reserves the right to require your confirmation to comply with a request to modify any personal information.

b. Notice of Amendments Except as otherwise prohibited by applicable law, the terms of the Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. The Credit Union will notify you of any changes in terms, rates, or fees as required by law by delivering notice to the last address which you have specified for the account. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. Amendments requested by you, or any one joint account owner, such as adding a new type of account or service, must be evidenced by a signed Account Card, which upon execution will be incorporated herein by this reference. The Credit Union reserves the right to require all owners to consent in writing to terminate an account.

24. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP

WITHHOLDING Upon opening the account, you must (1) provide a name, matching Taxpayer Identification Number (TIN) and address of the person on whose behalf the account is being opened, and two (2) certify by signing an Account Card, that the TIN used on the account is the correct TIN, and that the person

to whom the TIN belongs to is subject to, is not subject to, or is exempt from, backup withholding. If your account is, or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) the current percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you fail to provide your TIN, the Credit Union may suspend or terminate your account privileges.

25. STATEMENTS You will receive a monthly account statement unless there are no electronic transfers or transactions in a particular month. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

26. TERMINATION OF ACCOUNT The Credit Union may terminate your account, or any sub-account within an account number, at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in authorized signers, (2) there has been a forgery or fraud reported or committed involving your Account, (3) any Account checks are lost or stolen, (4) you have too many transfers from your Account, (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been misrepresentation or any other abuse of any of your accounts, or (7) any other provision is violated.

27. TERMINATION OF MEMBERSHIP You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. The termination of membership will be accepted and processed during normal business hours only. The Credit Union is not liable for payment on any check, withdrawal, or other item once your membership is terminated.

Your membership may be terminated by us for any reason allowed by applicable law, including causing a loss to the Credit Union.

28. INACTIVE MEMBER If You have not made a deposit, withdrawal, transfer, or payment on Your Account(s) on which you are a primary owner for a period of twelve months, we may consider You to be an inactive member, charge a fee, and/or close Your Account(s)/Membership. Refer to VCU's Fee Schedule for applicable fees.

29. DORMANT AND ABANDONED ACCOUNTS If you have not made a withdrawal from, or deposit to your Account for an extended period of time, we may consider your Account Dormant, charge a dormant account fee and/or close your account/membership returning any funds on deposit to you. If we have been unable to contact you and subject to applicable law, the account will be presumed to be abandoned and we may stop paying interest on the account. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds.

30. DEATH OF A MEMBER Upon the death of an account owner, funds in the account shall be payable to joint account owners or others in accordance with the Account Card, this Agreement and applicable state law. To maintain accurate interest income reporting, the Credit Union may require the joint owner to provide a Taxpayer Identifier Number (TIN). If a TIN is not provided; the Credit Union will establish backup withholding of 28 percent. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of the account owner's death. Upon learning of the death of the account owner the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days unless the Credit Union receives instruction from a joint owner or court order to stop payment on the drafts or other items. The Credit Union may require the survivor or other claimant to the account to produce certain documents and indemnify the Credit Union for any losses resulting from honoring that claim before releasing the funds in the account.

31. SEVERABILITY In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

32. GOVERNING LAW This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Missouri and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union Administrative Office is located.

33. ENFORCEMENT In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on

accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union Administrative Office is located, if allowed by applicable law.

34. ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES

This is a disclosure required by the Electronic Fund Transfer Act and Regulation Z, which are federal laws defining your rights and responsibilities as a consumer who uses electronic fund transfer services. You should keep this notice for future reference.

a. Direct Deposits You may make arrangements for certain direct deposits to be accepted into your Regular Savings or checking accounts.

b. Preauthorized Withdrawals You may make arrangements to pay certain recurring bills from your checking accounts. We do charge an nominal fee on preauthorized payments if the funds are not available to process the transaction.

c. Preauthorized Transactions (Express Transfer)

By written agreement, You may make arrangements to have Your checking account at another financial institution debited for a specific amount on a monthly basis. The funds will then be deposited or applied to Your VCU accounts, per Your written agreement. This agreement will remain in effect until written authorization is received from You to change/cancel or the related loan is paid in full. VCU reserves the right to terminate this service upon written notice.

d. Electronic Check Conversion If you pay for purchase or bills with a check, you may authorize your check to be converted to an electronic fund transfer. You may also authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

e. ATM Transactions - types of transfers, dollar limitations and charges -

You may access your account(s) by ATM (Automated Teller Machine) using your VCU ATM Card or Visa Check Card and your personal identification number (PIN), to:

- Make deposits to savings or checking accounts (only at CO-OP Network ATMs)
- Withdraw cash from your savings or checking accounts
- Transfer funds between your savings and checking account and overdraft protection line-of-credit with the Credit Union
- Secure a cash advance under your existing overdraft protection line-of-credit with the Credit Union
- Make loan payments to your VCU loan accounts (only at VCU ATMs).
- Obtain information on your checking, savings or overdraft protection line-of-credit account balances

- Purchase products and services from merchants participating in our Point-of-Sale Program

Notice Regarding ATM Fees by Others

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

NOTE: Some of these services may not be available at all terminals. Also, for security reasons, there are limits on the number and dollar amounts of the transactions you can make using an ATM.

f. Audio Response - Touch Tone Teller* You may access your account(s) by Touch Tone Teller using any touch tone phone and your PIN, to complete such transactions as:

- Certificate of Deposit/Savings APYs
- Account balances
- Account withdrawals/transfers (limited per Regulation D)
- Cross Account transfers* (limited per Regulation D)
- Stop payments
- Check clearings
- Cash advance on overdraft protection line-of-credit
- Loan payments
- Verification of Express Transfer transactions
- Year-to-date dividend/interest
- Changing Touch Tone Teller PIN

During one phone call you are able to execute several transactions. Touch Tone Teller transactions are posted to the account immediately.

*A separate Agreement must be signed authorizing this service.

g. Visa Check Card Transactions You may access your checking account at retail outlets that display the “Visa” logo to purchase goods, pay for services, or do anything that you could do with a credit card (that a participating merchant would accept with a credit card). A nominal fee may be assessed on specific transactions. Contact VCU for applicable transactions. We do charge a nominal fee for using foreign ATMs and PIN-based POS transactions. Refer to VCU’s Fee Schedule for applicable fees.

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

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

To initiate a non-Visa debit transaction, you may enter a PIN at a point-of-sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction. We have enabled non-Visa debit transaction processing on the CO-OP, Cirrus, Pulse and STAR Networks.

The rights and protection applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in the Electronic Funds

Transfers, Your Rights and Responsibilities section (33) of the Vantage Credit Union Membership and Account Agreement will not apply to transactions processed through non-Visa networks.

i. Visa Foreign Transactions For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollar) will be (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (b) the government-mandated rate in effect for the applicable central processing date, in each instance, plus 1.00% of the settlement amount.

j. Online Account Access You may access your account(s) by visiting our website www.vcu.com and establishing and using a unique username and password. Any online account access includes the acceptance of the Vantage Credit Union Electronic Suite of Services Agreement which includes authorizing the receipt of periodic statements and inserts in electronic (e-statement) format.

MyVantage and Not Your Mama’s Account allows you to:

- Transfer funds from your qualified accounts to your other accounts (limited per Regulation D)
- Cross Account transfers* (limited per Regulation D)
- Obtain balance and activity information for your VCU accounts,
- Make payments to your VCU credit card(s) or loan account
- Obtain Year-To-Date dividends/interest information
- Make bill payments to creditors from your checking account (suffix 9)
- Place a stop payment on checks
- Reorder checks
- Correspond with Vantage Credit Union employees via a secure Message Center
- View monthly statements via online e-Statements
- Download account information into financial management software programs for reconciliation
- View online check images
- tweetMyMoney™ mobile banking via Twitter

Not Your Mama’s Account also allows you to:

- Access social media sites
- Personal financial management tools
- Tag transactions and receive/trade merchant coupons
- Rebate of Pin-based POS Fee(s) and NSF Fee on qualified accounts. To qualify, account must have a minimum of one electronic deposit per month of (cumulative) \$250.00 and continue acceptance of the VCU Online/Bill Pay Service and Electronic Document Delivery as described above.
 1. Each month PIN-based POS Fee(s) will be rebated to the Regular Savings Account at month end.
 2. One (1) ‘Oops’ NSF Fee may be rebated at member’s request per 6-month period, January-June and July-December.
- Swipe2Save–Account owner(s) will have the Swipe2Save option of authorizing a set amount to be saved per check card

transaction. Via Online, Swipe2Save allows account owner(s) to establish the Swipe2Save amount per transaction and the minimum checking account balance threshold for Swipe2Save transfer to occur. The Swipe2Save total amount for the daily posted check card transactions will be transferred from the checking account (contingent on minimum balance threshold) to the Regular Savings account at the close of each business day. Swipe2Save options may be modified or cancelled at any time and will be effective within two (2) business days.

You may terminate this agreement by written notice to Vantage Credit Union at any time. You must also cancel all transfers and bill payments at that time. Upon written notification from you, Vantage Credit Union will terminate your Username and password and all Online account access. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under the Membership and Account Agreement and/or the Credit Line Account Agreement and Addendums

*A separate Agreement must be signed authorizing this service.

k. Bill Pay Service Bill Pay service may be accessed via established Online account management. Prior to use, the Bill Pay Agreement which is incorporated in the Vantage Credit Union Electronic Suite of Services Agreement must be accepted via the Internet. Bill Pay service enables You to pay bills from Your checking account with no limit on the number of bills paid. Payments are processed on the business day you designate provided the payment is submitted prior to the daily cut off time. Recurring payments that fall on a Holiday, Saturday or Sunday will be processed according to the "Pay Before or Pay After" option elected when the payment was scheduled. You authorize VCU to post such payments (debits) to Your VCU Checking Account and realize payments may be posted prior to any ACH deposits on the same day.

You understand and agree that:

- You should allow five (5) to ten (10) business days for check payments and three (3) business days for electronic payments to reach Your Payee
- **You agree payments to governmental agencies, tax payment and court ordered payments are not allowed through this service**
- **You agree payments are limited to payees within the United States and the maximum dollar amount is \$9,999.99**
- We will not be responsible for any loss or penalty that You incur due to a lack of sufficient funds or other condition that may prevent the debiting of funds from Your checking account
- You understand that VCU is not liable for any payments that You initiate through this service.
- You may terminate this agreement by written or verbal notice to Vantage Credit Union. You must also cancel all transfers and bill payments at that time. Upon reasonable opportunity to act on Your termination notice, Vantage Credit Union will terminate your access. Whether you or VCU terminates this Agreement,

You remain obligated for any Bill Pay payments made by Vantage Credit Union on your behalf and the termination shall not affect your obligations under the Membership and Account Agreement and/or the Credit Line Account Agreement and Addendums.

- You may send a GiftPay-e card as a Gift or to make a Donation. An additional service charge will apply when this feature is utilized and will be disclosed at the time of purchase and will be debited from Your checking account.
- You may elect to expedite the delivery of a payment by selecting Rush IT!. An additional service charge will apply when this feature is utilized and will be disclosed at the time of purchase and will be debited from Your checking account.

l. My\$Manager service may be accessed via established Online account access. Prior to use, the My\$Manager Agreement which is incorporated in the Vantage Credit Union Electronic Suite of Services Agreement must be accepted via the Internet. My\$Manager is a personal financial management tool that allows you to authorize the retrieval of various financial institution account transaction information for budgeting and goal purposes. This includes the ability to tag transactions to track spending and saving goals, access information and receive alerts via mobile phone or web access.

m. MyE-Deposit service may be accessed via established Online/mobile account access. Prior to use, the MyE-Deposit Disclosure and Agreement which is incorporated in the Vantage Credit Union Electronic Suite of Services Agreement must be accepted via Online/mobile account access. MyE-Deposit allows you to submit an electronic image of a check(s) for deposit to your qualified account(s).

n. E-Statements As part of Online account access You may elect the electronic delivery of current and future documents, including but not limited to: periodic statements, disclosures, agreements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf. You may cancel e-statements at any time by:

1. sending a secure message within Online account access requesting the cancellation of your election. Any future request to elect to receive e-statements must also be submitted via the secure message within Online; or
2. By providing thirty (30) days written notice to the address listed in this Agreement.

Cancellation is effective thirty (30) days after VCU's receipt of your written notice of cancellation by postal delivery or at the date and time of VCU's "on screen" confirmation of electronic cancellation. We recommend you save and print your confirmation of electronic cancellation for your records. Cancellation shall not negate or nullify the legal effectiveness, validity or enforceability of documents provided to you prior to the effective date of cancellation VCU may cancel this agreement and your access to Electronic Documents at any time and for any reason,

reverting to delivery of printed documents by postal service or as otherwise allowed or required by applicable law.

o. Right to Documentation

1. Terminal Transfers You will get a receipt at the time you make any transfer to or from your account using one of our Automated Teller Machines or point-of-sale terminals.

2. Periodic Statements You will receive a monthly statement if you access your accounts through an Automated Teller Machine (ATM); Online; tweetMyMoney; by using the Touch Tone Teller Audio Response Network; or you are having funds electronically deposited or withdrawn from your accounts. Otherwise you will receive a quarterly statement.

p. VCU Liability

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 will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft protection line-of-credit.
3. If the Automated Teller Machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
6. If the Credit Union fails to receive necessary transfer data or the data it receives is erroneous or incomplete.
7. If the Credit Union has received a report that your VCU ATM Card or Visa Check Card has been lost or stolen or if the Credit Union has reason to suspect that there is unauthorized use of your VCU ATM Card or Visa Check Card.
8. If your funds are subject to legal process or other encumbrance restricting such transfer.
9. There may be other exceptions in our agreement with you.

q. Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers;
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders; or
4. if you give us written permission.

r. Unauthorized Transfers (Lost or Stolen Cards or PIN)

If you believe your ATM Card or Visa Check Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you believe that an

electronic funds transfer has been made without your permission using information from your check, tell us at once. Contact:

Vantage Credit Union
4020 Fee Fee Road
Bridgeton, MO 63044-2734

Business Days: Monday through Friday (*Excluding Federal Holidays*)

Regular Hours: 314.298.0055 or 800.522.6009

After Hours:

VCU ATM Card and Visa Check Card 866.820.8792

Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft protection line-of-credit). If you tell us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we may at our discretion extend the time period.

s. Error Resolution

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You may also write us via your secure mailbox within your online account access at vcu.com. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business day after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the

amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

We will tell you the results within three 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.

35. AVAILABILITY OF FUNDS AND COLLECTION OF CHECKS

This Disclosure describes your ability to withdraw funds at Vantage Credit Union.

General Policy

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once funds are available, you may withdraw them in cash. We will also use the funds to pay checks you have written. To determine whether your deposits are available, every day is considered a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day 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 the deposit to have been made on the next business day we are open. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you have deposited that are returned to us unpaid, and for any other problems involving your deposit.

a. Reservation of Right to Hold

In some cases, we will not make all of the funds you deposit by check available to you on the next business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit into your checking or Money Market account will be available on the first 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 the deposit. We will also tell you when the funds will become available. Checks deposited to a savings account with a hold may not be available next business day and are subject to extended holds. 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 verify with the credit union when the funds will become available.

b. Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may temporarily withhold a corresponding amount of funds already in your account the same amount of time as we would if you had deposited the check into your account. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds you have on deposit in another account with the credit union. The funds in the other account would then not be available for withdrawal until the same time periods that have been described elsewhere in this disclosure, depending on the type of check you deposit.

c. Deposits at Automated Teller Machines (ATMs)

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will become available on the second business day after the day of deposit. 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 the deposit to have been made on the next business day we are open.

d. Longer Delays May Apply

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a 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 become available. Funds will generally become available no later than the seventh business day after the day of your deposit.

e. Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will become 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 become available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will become available on the seventh business day

after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not become available until the second business day after the day of your deposit.

Funds from all other check deposits will become available on the seventh business day after the day of your deposit.

General Information

Administrative Offices

4020 Fee Fee Road • Bridgeton, MO 63044-2734

Mailing Address

PO Box 4433 • Bridgeton, MO 63044-0433

Phone Numbers

314.298.0055 • 800.522.6009

Business Days

Monday-Friday (Excluding Federal Holidays)

After Hours to report

ATM or Visa Check Cards Lost or Stolen

866.820.8792

Re-PIN ATM or Visa Check Cards

866.985.2273