

Important Account Information for Our Members

TERMS AND CONDITIONS OF YOUR ACCOUNT

Dear Credit Union Member:

This document contains the rules which govern your account(s) with us. Please read this document carefully. If you sign your signature card or continue to have an account with us, you agree to these rules, our bylaws, and any bylaw amendments. You agree to pay the fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Pennsylvania (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this document is to:

1. Summarize the existing rules applicable to the more common transactions;
2. Establish rules to govern transactions or events which the law does not regulate;
3. Establish rules for certain events or transactions which the law already regulates but permits variation by agreement; and
4. Give you our funds availability, electronic fund transfers and/or truth-in-savings policy disclosures. We may permit some variations from this standard agreement, but any variations must be agreed to in writing either on our signature card for the account or in some other written form. As used in this brochure, the words "we", "our", and "us" mean the credit union and the words "you" and "your" mean the owner(s) of this account and any "agent" appointed by or on behalf of the owner(s) to sign on the account in a representative capacity.

LIABILITY – Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. You agree that at our option we may suspend your rights to member services if you violate the terms of this agreement.

DEPOSITS – Any items, other than cash, accepted for deposit (including items drawn "on us" will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cutoff time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. We are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the disclosed rate. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

WITHDRAWALS – Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including any agents, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorize each other person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals

will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw funds from this account as explained in our bylaws. Additional withdrawal limitations may be disclosed elsewhere. See your notice of penalties for early withdrawal. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediate financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account different from the institution, person, or account identified by name.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION – These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts.

Individual Account – is owned by one person.

Joint Account – With Survivorship (And Not As Tenants In Common) – is owned by two or more persons. Each of you intend that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account – No Survivorship (As Tenants In Common) – is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the account funds contributed by each of you. This information will not, however, affect the “number of signatures” necessary for withdrawal.

Revocable Trust Account – If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this type of account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Corporate, Partnership, and other Organizational Accounts – We will usually require a separate authorization form designating the person permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.

PLEDGES – Unless you tell us differently in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any joint account survivor or trust account beneficiary become effective, for example if one joint tenant pledges the account evidenced by this agreement for a debt (i.e. uses it to secure a debt) and then dies, (1) the surviving joint tenant’s rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

STOP PAYMENTS – A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop payment.

TELEPHONE TRANSFERS – A telephone transfer of funds from this account to another account with us, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions are described elsewhere in this document.

AMENDMENTS AND TERMINATION – We may change our bylaws and any term of this agreement. Rules governing changes in dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close this account if your membership in this credit union terminates. You agree to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

STATEMENTS – 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, 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.

ACCOUNT TRANSFER – This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS – If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT – If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RESTRICTIVE LEGENDS – We're not required to honor any restrictive legend on items you write unless we have agreed to the restriction in writing. Examples of restrictive legends are “must be presented with 90 days” or “not valid for more than \$1000.00”.

FACSIMILE SIGNATURES – You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on the signature card or that are filed separately with us, and contain the required number of signatures for this purpose.

RIGHT TO REPAYMENT OF INDEBTEDNESS – You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, “any due and payable debt” includes the total

amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. Our right to repayment arising under this section does not apply to this account if: (a) it is an Individual Retirement Account for other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

AGENTS – An agent is someone who you authorize to have access to this account on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign on the signature card, or by separate form (such as a power of attorney). An agent is not an owner of the account. We will allow agents to be appointed only on individual accounts unless each owner of a joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or an agency account.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

DIRECT DEPOSITS – You may make arrangements for certain direct deposits to be accepted into your Share Draft or Share Savings account(s).

PREAUTHORIZED WITHDRAWALS – You may make arrangements to pay certain recurring bills from your Share Draft or Share Savings account(s).

MAC/ATM Transfers – Plus Network – types of transfers, frequency and dollar limitations – You may access your account(s) by ATM using your MAC card and personal identification number, to:

- Make deposits to share draft account(s) with an ATM card (In-state only)
- Make deposits to share savings account(s) with an ATM card (In-state only)
- Get cash withdrawals from share draft account(s) with an ATM card
 - you may make no more than three withdrawals per day
 - you may withdraw no more than \$1500.00 per day (This withdrawal limitation applies in combination with any POS transactions.)
- Get cash withdrawals from share savings account(s) with an ATM card
 - you may make no more than three withdrawals per day
 - you may withdraw no more than \$1500.00 per day (This withdrawal limitation applies in combination with any POS transactions)
- Transfer funds from share savings to share draft account(s) with an ATM card
- Transfer funds from share draft to share savings account(s) with an ATM card
- Get information about:
 - the account balance of your share draft accounts
 - with an ATM card
 - the account balance of your share savings accounts
 - with an ATM card

Some of these services may not be available at all terminals

TYPES OF MAC DEBIT CARD TRANSACTIONS – You may access your Share Draft or Share Savings account(s) to purchase goods (in person) and pay for services (in person).

DEBIT CARD TRANSACTIONS – DOLLAR LIMITATIONS – Using your debit card:

- You may not exceed \$1500.00 in transactions per day (This withdrawal limitation applies in combination with cash withdrawals from ATMs.)

CHARGES FOR ELECTRONIC FUND TRANSFERS

- We do not charge for direct deposits to any type of account.
- We do not charge for pre-authorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.

RIGHT TO DOCUMENTATION

- **Terminal Transfers.** You can 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.
- **Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (412) 461-3018 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a monthly statement from us.
- **Periodic Statements.** You will get a monthly account statement from us for your Share Draft accounts. You will get a monthly account statement from us for your Share accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

- **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

Here is how:

Call or write us at the telephone number or address listed in this document 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.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you 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 Pre-authorized 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 your losses or damages.

OUR 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 line.
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. There may be other exceptions stated in our agreement with you.

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.

UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. 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 line of credit). If you tell us within two business days, 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 code, and we can prove we could have stopped someone from using your card and/or code 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, 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 (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

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 document, 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. 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 with 10 business days.

We will tell you the results of our investigation with 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) 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 questions in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Tri Boro Federal Credit Union
Member Services
600 East Eighth Avenue
Munhall, PA 15120-1906
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (412) 461-3018

More Detailed Information Is Available Upon Request

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all accounts.

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 they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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 deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 PM 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 at an ATM after 3:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit.

However, the first \$200 of your deposits will be available on the same business day we receive your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, 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 day after we receive your deposit.

If you will need the funds from deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay our 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 eleventh business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will be available on the second business day after the day of deposit, except that US Treasury checks that are payable to you deposited at ATMs that we own or operate will be available on the first business day after the day of deposit. Also, the first business day after the day of deposit. Checks drawn on Tri Boro Federal Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

COMMON FEATURES

Bylaw Requirements:

You must complete payment of one share in our Share account as a condition of admission to membership. If the balance in your Share account falls below the par value of one share, and you do not increase the balance to at least the par value of one share within 60 days of the reduction, you may be terminated from membership immediately.

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

Nature of dividends – Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund – Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Draft Printing. (fee depends on style of draft ordered)

Please refer to our separate fee schedule for additional information about charges.