



Important Member Account Information

Welcome to Rivertown Community Federal Credit Union. We are a not-for-profit financial cooperative organized in 1949. We are member owned, and under the direction of corporate leadership and a board of directors, we will continue to encourage innovation and maintain and promote growth of the credit union to ensure success for its members. The credit union actively promotes the education of member/owners, officials and employees in thrift, the wise use of credit, the rights and responsibilities of membership while continuing the ideals and beliefs of a true cooperative.

Membership is open to persons who live, work, worship, or attend school in and businesses and other legal entities located in Kent County. Membership is also open to the spouse, child, sibling, parent, grandparent, grandchildren, stepparents, stepchildren, stepsiblings adoptive relationships, or any person living in the same residence and maintaining a single economic unit of a current member. Once you become a member, you are a member for as long as you maintain a share account in good standing.

As our mission states, we strive for exemplary member/credit union relationship providing unconditional service to meet members' financial needs.

Your deposits are federally insured through the National Credit Union Administration (NCUA), a U.S. government agency.

Thank you for your business.

Membership and Account Agreement

This Agreement covers your and our rights and responsibilities concerning accounts the Credit Union (Credit Union) offers. In this Agreement, the words you and yours mean anyone who signs an Account Card or Account Change Card. The words we, us, and our mean the Credit Union. The word account means any one or more share or other accounts you have with the Credit Union. Your account types(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally agree to the terms and conditions in this agreement along with any other documents we give you pertaining to your account(s); Funds Availability Policy, Truth-In-Savings Rate and Fee Schedule, Electronic Funds Transfer (EFT), Privacy Policy and any amendments from time to time.

Membership Eligibility: To join the Credit Union you must meet the membership requirements and the purchase of one par value share as set forth in the Credit Union's Bylaws. By signing your Account Card/Membership Agreement you authorize us to check your account, credit, employment history, and obtain reports from credit reporting agencies, to verify your eligibility for the accounts and services you have requested.

Account Access: Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. You may withdraw or transfer funds from your account(s) in any manner we may permit (ATM, Debit card, Automatic Transfer-ACH, wire transfer or in person). We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

Account Rates and Fees: We pay dividends on your account(s) and we may assess fees against your account as set forth in the Rate and Fee Schedule. The dividend rate and annual percentage yield may change every quarter based upon the determination of the credit union Board of Directors. We may change the Fee schedule at any time and will notify you as required by law.

Withdrawal Restrictions: We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

The Credit Union reserves the right to refuse a withdrawal in some situations, and will advise you accordingly; (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

Conditional Check Cashing: If any of the following applies to your account a check cashing fee will **not** be imposed; A credit card with a balance greater than zero; a Share certificate with a positive balance; a loan with a positive balance; an opened share draft /checking account; a monthly payroll/ACH deposit; a share account with a minimum balance of \$100; or if you are under the age of eighteen (18). Refer to our Rate & Fee disclosure for fee amount.

Deposit Requirements and Endorsements: Funds may be deposited to any account, in any manner approved by the Credit Union and in accordance with our Funds Availability policy. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements (by use of our teller stamp) of any owners if we choose. If insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside of this space. However, if the Credit Union has any loss from delay or processing error resulting from your endorsement or other markings by you or any prior endorser it will be your responsibility.

Crediting of Deposits: Deposits that are made after the deposit cutoff time and deposits made on either holidays or days that are not our business days, will be credited to your account on the next business day.

Stop payment orders: You may request a stop payment order on any share draft/check drawn on your account. The Credit Union will honor the request if your stop payment order has the following information; account number; draft number and the exact amount; dated, and signed. You understand that the exact information is necessary for the Credit Union to identify the check and to proceed

with your request. The stop payment will be effective if the Credit Union receives the order in time to act upon the order and if we do not receive the order in time we will not be liable to you or any other party for payment of the share draft/check. If you make an oral stop payment order, it will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing. We do not have to notify you when a stop payment order expires.

Liability: The fees for stop payment orders are set forth in the Rate and Fee schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment may be stopped, you will remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Overdraft Liability: If on any day, the funds in your account are not sufficient to cover checks/drafts, fees or any other items posted to your account, those amounts will be processed 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. We do not have to notify you if your account does not have funds to cover checks/drafts, fees or other posted items. Whether your overdrafts will be paid is discretionary and we reserve the right Not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. If the item is paid or returned, your account may be subject to a charge as set forth in our Rate and Fee Schedule, and by covering one or any overdraft, we do not agree to cover overdrafts in the future and may discontinue without notice. If we pay a check/draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately.

Overdraft Protection: If we have approved overdraft protection for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have requested, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers is set forth on the Rate and Fee Schedule.

Illegal Transaction Liability: You agree not to make or permit to be made any illegal transactions on your account through use of a card, a share draft/check or any other manner. You agree that such illegal transaction will be deemed default under this contract. You agree to indemnify and to hold harmless the Credit Union from any claim, action, or lawsuit, including any damages, loss or liability resulting from any illegal transaction.

Unlawful Internet Gambling Notice: Restricted transactions as defined in Federal Reserve regulation GG are prohibited from being processed through this account/relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Legal Action: If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to any legal action may be charged to your account without notice.

Name or Address change: You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We require your address change to be in writing, and if we try to locate you and we are unsuccessful, we may impose a fee as set forth in our Rate and Fee Schedule. In order to change your name on your account, the Credit Union requires identification to process your request.

Statement: Contents: If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share-draft / checking accounts, you understand and agree that your original check/draft, when paid becomes the property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. **Examination:** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.

Inactive Account: If your account falls below any required balance and your account has had no transactions in a one hundred and eighty (180) day period, your account will be classified as inactive. The Credit Union may impose a fee as set forth in our Rate and Fee Schedule. In order to avoid this fee you must maintain a balance of \$300; or have one or more of the following services; share draft/checking; IRA account; Visa account or a loan account. This fee is waived for minor accounts (up to 18 years of age). If a deposit or withdrawal has not been made on the account and we have had no other contact with you within the period specified by state law, the account will be presumed abandoned. The funds in abandoned accounts will be reported and remitted in accordance with state law. Once the Credit Union submits the funds to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Termination of Account: The Credit Union reserves the right to terminate your account 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 owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) share draft/checks lost or stolen; (4) excessive returned unpaid items or any other abuse on your account(s).

Termination of Membership: You may terminate your membership by giving us notice. You may be denied services or membership terminated for any reason allowed by applicable law, including a loss to the Credit Union.

Enforcement of Account Agreement: You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal bankruptcy proceedings, or any collection actions.

Governing Law: This Account Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, and any other state laws pertaining to this agreement. The Credit Union reserves the right to amend this agreement from time to time, as permitted by applicable law. We will notify you of any changes in terms, rates, or fees as required by law.

Revised: May 12, 2010