



# Membership Guide Terms and Conditions

Important Information About Your Account

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# Andrews Federal Credit Union Privacy Policy

Andrews Federal Credit Union (Andrews Federal), a member-owned financial institution, values your trust and respects your privacy. Since 1948, protecting the confidentiality of members' financial information has been vital to our credit union. We know that keeping your nonpublic personal information secure is an important responsibility you have entrusted in us. When we use the terms "nonpublic personal information" or "information" we mean personally identifiable financial information that is not publicly available. Our privacy policy applies to former members as well.

## OUR COMMITMENT TO YOU IS TO:

- Protect the privacy of your nonpublic personal information;
- Provide services to help you succeed financially; and
- Maintain standards and procedures designed to protect the security of your financial information.

## MEETING YOUR FINANCIAL NEEDS

In an effort to better serve you, we collect information about you and use it, for example, to service your accounts, to process your transactions and to understand your needs. In every day business, we collect:

- Information you provide to us in person, via mail or through the Internet, such as applications;
- Information obtained through your transactions with us;
- Information we receive from nonaffiliated third parties about their transactions and history with you; and
- Information we receive from consumer reporting agencies, such as your credit history.

## SHARING YOUR INFORMATION

We may share the information we collect with nonaffiliated third parties as permitted by law, for example, to process and complete transactions, maintain accounts, report to credit bureaus and respond to subpoenas. We also may share the information we collect with companies that perform services and functions, including marketing services, on our behalf. These companies may include financial service providers such as online bill payment service providers, and non-financial companies such as check printing or mail houses. These companies might assist us in fulfilling your service request, processing your transaction or mailing member statements.

We may share the information we collect with other financial institutions with whom we have joint marketing agreements. For example, if we do not offer a particular financial service, such as stock, bond and mutual fund investment services or insurance products, we may enter into a joint marketing agreement with a company to offer the particular product or service to you or to offer you financial products and services at reduced prices. These companies are obligated to keep any information we share with them confidential.

Unless you tell us not to (see “You May Opt-Out”), we also may share the information we collect with our affiliates and with nonaffiliated third party companies.

Medical information is only shared as necessary to process your transactions and as permitted or required by law.

## **SAFEGUARDING YOUR PERSONAL INFORMATION**

We follow security procedures designed to guard against unauthorized access to your confidential information. We have policies in place that prohibit employees from accessing your personal information unless there is a business reason to do so (for example, to process a transaction). We also maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

## **NOTICES AND JOINT RELATIONSHIPS**

Except where expressly required by applicable law, we will provide all notices to the person (member) listed first on any application, agreement or other document with us. The notice will be mailed to the address noted for the person listed first on the member application, agreement or other document. If this person (member) has agreed to receive notices and disclosures electronically, then we will send all notices and notifications to the e-mail address provided by the person listed first on the application. All joint owners, borrowers and guarantors agree to the receipt and sufficiency of any notice or notification sent according to this paragraph.

## **YOU MAY “OPT-OUT”**

We are aware that our members may have differing views on receiving offers of products and services not offered by us and on the sharing of nonpublic personal information for other reasons. You may “opt-out” (stop) our sharing some information – that is, information about your creditworthiness that does not come from our direct transactions or experiences with you – with our affiliates or with nonaffiliated third parties except as permitted by law. If you do not want us to share this type of information with our affiliates or with nonaffiliated third parties, please write or call us at the address or number indicated below. When writing, please indicate that you wish to “Opt-Out” of nontransaction/nonexperience information sharing and include your name, address, phone number and account number. If you have a joint account, we will treat the information sharing restriction request(s) by one party on the account as applying to all parties on the account.

**Andrews Federal Credit Union  
Attn: Support Services  
P.O. Box 4000  
Clinton, MD 20735-8000  
800.487.5500 (U.S.)  
00.800.487.56267 (Outside U.S.)**

Please allow four weeks to process your request. Even if you “opt-out,” you will continue to receive monthly marketing solicitations and disclosure notices from us.

## OUR POLICIES MAY CHANGE

We will provide Notice of our Privacy Policy to consumers when they establish a member relationship and after that, annually as long as the member relationship with us is maintained. This policy may be revised as our business needs change or as the law requires, and we will provide prior notice of changes as required by law.

## Share Account Agreement And Disclosures

Your membership application and signature card (“Signature Card”), whether submitted on paper or electronically, shows that you promise to be bound by the terms and conditions of this *Share Account Agreement and Disclosures* (called the “Agreement”) which govern your share accounts (collectively, whether one or more, “accounts”) with Andrews Federal Credit Union (“Andrews Federal”).

The rights and obligations of you and us as to your account shall be governed by this Agreement, the *Signature Card*, Andrews Federal’s *Schedule of Fees, Expedited Funds Availability Disclosure, Electronic Funds Transfer Agreement and Disclosures, and Truth in Savings Disclosure*, all of which you acknowledge receiving the *Share Certificate Account Agreement and Disclosures* if you are opening a share certificate account, applicable state and federal laws and regulations, clearing house rules and the bylaws, policies, rules and regulations of Andrews Federal, all as may be amended from time to time without notice except as required by law.

As used throughout this Agreement, the terms “you” and “your” refer to all persons or entities who sign or are designated on the *Signature Card* (except as the powers of that person are expressly limited by the terms of the *Signature Card*) and to each of them, unless the context clearly indicates otherwise. The terms “our,” “us,” and “we” refer to Andrews Federal. Negotiable orders of withdrawal, checks, substitute checks, drafts, demand drafts, other orders, other items and other withdrawal or transfer requests used to withdraw or transfer funds out of your account by any means (subject to any withdrawal limitations or penalties for your account) are referred to throughout this Agreement as “Order(s).” Funds (whether by cash, check, draft, other order, other item, or other deposit request) cashed or added to your account by receiving cash for any of these things or by the deposit or telephone, wire or other electronic transfer of any of these things to your account are referred to throughout this Agreement as “Deposit(s).”

In this Agreement, “address” means a street location, post office box or electronic address specified by you or us for the purpose described unless the context clearly indicates otherwise. References to “base share savings account” in this Agreement include “AndrewSaver account” when the AndrewSaver account is used to establish membership in Andrews Federal.

If we must take legal action to collect amounts you owe us in connection with your account, you shall pay our attorneys’ fees and other costs of collection or enforcement. Also, you shall be liable for all collection costs and reasonable attorneys’ fees incurred by us in the construction or enforcement of this Agreement.

## **A. Terms And Conditions For All Share Accounts**

**1. Members and Accounts:** Each account must be owned or maintained for the benefit of one or two members of Andrews Federal. A person is eligible for membership if the person is within Andrews Federal's field of membership as specified in our charter and becomes a member by applying and, if approved, subscribing to at least one share (par value as provided in our bylaws) through making a deposit into a base share savings account. If there is one member, that person is then listed in our records as the "primary member" for the base share savings account. In addition to the primary member, an account may have multiple joint owners. A joint owner is NOT an Andrews Federal member unless that person is a primary member on a base share savings account. Primary members do not have greater or different deposit or withdrawal rights than any other owners on the account, however, members have more and different rights to access Andrews Federal services (for example, loans). Refer to the section on "Ownership of Accounts" for more details.

Each time a primary member establishes another account with us, with or without joint owners, that person is or those persons are the primary member(s) for that account. As detailed in the section on "Statements," periodic statements for all accounts will be sent to one address only. For an account with one primary member, statements will be sent to the primary member's designated address. For example, Jane Doe is also the primary member on another base share savings account on which her sister is a joint owner. The periodic statements for both accounts will be sent to Jane Doe at the location indicated on each account for the sending of statements.

**2. Deposits:** We will act as your agent for the collection of all Deposits to your account. Deposits will be verified and handled by us consistent with our usual practices and applicable law and regulations and we are not responsible for any Deposit until actually received by us. We have the right to supply your endorsement to any non-cash Deposits and to refuse all or any part of a Deposit you wish to make. We may, without liability, accept Deposits payable to one or more owners who have since died until we have actual notice of the death(s) and a reasonable opportunity to act on that notice. Andrews Federal may, in our discretion, provide a receipt for any Deposit presented to one of our tellers, subject to later proof and verification. In those instances we may perform such proof and verification after normal business hours. You will be notified of any Deposit discrepancies. We may accept Deposits from any source, and we need not question the authority of the person making the Deposit. We may refuse to accept a Deposit without prior notice. We may refuse to cash a check against an account and require the check to be deposited. We are not obligated to accept any Deposit dated six months or more prior to the time it is deposited, but we may do so in our sole discretion. We also are not obligated to accept any Deposit before the date listed on the Order, but we may do so in our sole discretion. We are not obligated to accept any Deposit unless you write your account or other identifying number we find acceptable on the Deposit, but we may do so in our sole discretion, and you authorize us to write such number on the Deposit on your behalf. All Deposits are received and credited by us subject to final collection, to the extent permitted by applicable law. Regardless of

any final settlement, if a Deposit is returned to us, without prior notice to you, we may resubmit it for payment, deduct the amount of the Deposit from your account, or place a hold on your account for the amount of the Deposit until liability for the Deposit is determined. We do not accept Deposits of, or payable in, foreign currency. Our rules on the availability of Deposits are set forth in our Expedited Funds Availability Disclosure. If a claim is made against us for the recovery of all or any part of any Deposit (including any items cashed by you) after final payment by us on the grounds that such Deposit was altered, bore a forged signature or endorsement, or was not properly payable, we may withhold or withdraw the amount of such claim from your account until resolution of the claim.

**3. Direct Deposit Plan:** If, in connection with a direct deposit plan, we deposit any amount into the 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 the account that received the Deposit or any other account you have with us, without prior notice and at any time, except as prohibited by law. We also may use any other legal remedy to recover the amount of our liability.

**4. Orders:** Andrews Federal may require checks to be printed at specific vendors specializing in check printing. This requirement will be invoked if our check processing equipment experiences higher than normal rejection rates of checks drawn on your account. If we impose this requirement you will be responsible for any and all expenses associated with check printing. We are not obligated to pay any Order presented against your account if the balance in the account is insufficient or uncollected. Also, we may refuse to honor any Order if: there is a dispute about your account; the account is garnished, attached, pledged, or subject to a right of offset, or, for accounts opened in New Jersey, subject to income withholding; we cannot verify the availability of funds in the account; any document we require has not been given to us; or as otherwise specified in this Agreement or in our *Expedited Funds Availability Disclosure*. In our sole discretion, however, we may pay an Order even if the balance in the account is insufficient or uncollected and, in such an event, charge the amount of the overdraft against any account from which you are entitled to withdraw funds. In all cases where an Order is presented against insufficient or uncollected funds, whether or not we pay it, you are responsible for paying a fee as disclosed in our *Schedule of Fees* and you authorize us to deduct it from any account from which you are entitled to withdraw funds. You authorize us, at our sole discretion and without notice to you, to resubmit for payment those Orders that have been returned unpaid. From time to time we may offer an overdraft protection program that will cover overdrafts. We will inform you if we do offer an overdraft protection program and will inform you how that overdraft protection program might change the terms of this Agreement. We are not obligated to pay an Order dated six months or more prior to the time it is presented for payment, but we may do so in our sole discretion. Except as provided otherwise in the "Notice of Postdating" section, if an Order is presented for payment before the date written on the Order, we have the right in our sole discretion to return it unpaid or pay it (unless you have provided us with a timely notice of postdating in the form required

by Andrews Federal) without Andrews Federal being liable for any damages you may incur. We may, without liability, pay Orders drawn by or on behalf of an owner who has since died, until we have actual notice of the death and a reasonable opportunity to act on that notice. Any Orders paid will be charged against your account or be handled as otherwise provided in this Agreement. We may process withdrawals and pay Orders in any order we determine, even if honoring a withdrawal or paying an Order results in a balance in your account insufficient to pay other Orders that could have been paid. If we reasonably believe that any Order represents unusual activity on your account, you authorize us to reject the Order and return it unpaid. If the returned Order was not properly payable, you agree to hold us harmless from any claims, loss, or damages as a result of our not paying the Order.

There are limits on certain withdrawals and transfers that may be made from savings and money market accounts. Subject to availability, up to six preauthorized or automatic transfers of funds are permitted from each of these accounts per month to another of your accounts with us, or to a third party. Preauthorized or automatic transfers include transfers made at a predetermined time or through the Automated Phone Service from the account to any of your other accounts with us or to a third party; overdraft agreements where money is automatically taken from this account to cover overdrafts in any of your other accounts; and transfers to a third party. The date the transfer clears the account will determine whether these limits have been exceeded during any month. We have no duty to honor withdrawals or transfers beyond the applicable limits. If, within our sole discretion, we honor withdrawals or transfers that are beyond the applicable limits, we may impose excess transaction fees as described in the *Schedule of Fees*. If these limitations are exceeded, we may, in our sole discretion, close your account and/or transfer the funds to another account that you are eligible to maintain. By giving, whether orally, electronically, or in writing, a third party information about your account (for example, your account number or the MICR information appearing at the bottom of your checks or your telephone access code or PIN), you are authorizing those parties to generate Orders withdrawing money from your account in the amounts they draw payable to whom they identify. All Orders generated by third parties who have your account information are deemed to be authorized by you. You authorize us to honor those Orders and we have no obligation to recredit your account.

**5. Stop Payment Requests:** At your risk, upon your request, and subject to the provisions outlined below, we will accept a stop payment request on an Order drawn on your account from the person who signed the Order or any other owner of the account. Special rules apply to stop payments for electronic transactions and you should refer to our *Electronic Funds Transfer Agreement and Disclosures* for those rules. To the extent this paragraph is inconsistent with those rules, the special rules apply. If you stop payment on an Order we may return it unpaid in any manner consistent with Federal Reserve and clearing house procedures. You agree to pay our fee for stop payment, which may be deducted from your account, and to hold us harmless from all expenses and costs incurred by us, including attorneys' fees, in stopping payment. You must provide us

with the exact: (a) amount of the Order; (b) payee; (c) Order number; (d) account number; and (e) any other information we may require. You agree that if all of this information is not correctly provided by you, we will not be liable if the Order is paid. Our liability for improper payment of a stopped Order is limited to your actual losses, up to the amount of the Order, unless payment of the Order was a result of our gross negligence or willful and intentional disregard of your request. We will not be liable for incidental or consequential damages. If we recredit your account after paying an Order over a valid and timely stop payment order, you agree to transfer to us all of your rights against the payee or other holder of the Order and to assist us in legal action taken against that person at a subsequent time.

### **Stop Payments on Share Drafts**

(a)The request is not effective for 24 hours after receipt by the Credit Union and is not binding unless all information supplied by you is correct. In no event shall the Credit Union be liable for paying an item on the same date the request is received by the Credit Union.

Our receipt of your stop payment request is not timely and comes too late if: (a) we have indicated in any manner that we will pay or honor the Order as drawn (for example, notice comes too late if the order has been negotiated); (b) the Order is already in our processing system; or (c) we do not have a reasonable time to act upon it and you and we agree that the receipt of your stop payment request on the same day as the Order is presented to us does not give us a reasonable time to act on the stop payment request. Stop payment requests may be made in any or all of the following ways: by oral, electronic, or written request. The request is effective for 6 months from the date it is received by us unless a renewal in writing is received prior to the expiration of the 6 month period. No withdrawal or cancellation of the request shall be valid unless in writing and processed by the Credit Union. If you fail to renew any type of stop payment request before it has expired, you shall be deemed to have consented to payment of the Order.

**6. Notice of Postdating:** At your risk, upon your request, and subject to the provisions outlined below, we will accept a proper and timely notice of postdating to prevent the payment of an Order before the date written on it. A notice of postdating may be given by the person who signed the Order or any other owner of the account. You agree to pay our fee for notice of postdating, which may be deducted from your account. If the Order is presented before the date written on it, we may return it unpaid in any manner consistent with Federal Reserve and clearing house procedures. You agree to hold us harmless from all expenses and costs incurred by us, including attorneys' fees, in refusing payment on the Order. You understand that any holder in due course of the Order, including us, may be entitled to enforce payment against you despite your notice of postdating. A notice of postdating will cease to be effective at the earlier of the date written on the Order or the expiration of the notice of postdating, and the Order may be paid by us and charged against your account if presented to us after that time. A notice of postdating may be made in any or all of the following ways: by oral, electronic, or written request, each of which is effective for six months. If you fail to renew any type of notice of postdating before it has expired, you shall be deemed to have consented to payment of the Order. Our receipt of

your notice of postdating is not timely and comes too late if: (a) we have indicated in any manner that we will pay or honor the Order as drawn (for example, notice comes too late if the Order has been certified or negotiated with a check guarantee card); (b) the Order is already in our processing system; or (c) we do not have a reasonable time to act upon it (and you and we agree that receipt of a notice of postdating on the same day as the Order is presented to us does not give us a reasonable time to act on the notice of postdating). Your notice of postdating must provide us with the exact: (a) date written on the Order; (b) amount of the Order; (c) payee; (d) Order number; (e) account number; and (f) any other information we may require. You agree that if all of this information is not correctly provided by you, we will not be liable if the Order is paid before the date written on the Order. In any event, our liability for early payment of an Order for which we have received a proper and timely notice of postdating is limited to your actual losses, up to the amount of the Order. If we recredit your account after paying a postdated Order over a proper and timely notice of postdating, you agree to transfer to us all of your rights against the payee or other holder of the Order and to assist us in legal action taken against that person.

**7. Official Checks:** Official checks are drawn by us on our own account. They have many uses. For example, we may issue you an official check to pay you the balance of an account when it is closed. Also, you may purchase an official check and we will make them payable to the person you indicate (for example, to car dealer when you are purchasing a car). An official check is treated under the law as the equivalent of cash. Because official checks are drawn by Andrews Federal, they are Andrews Federal's direct obligation to the payee and you have no right to direct us to place a stop payment request on the official check. If any type of an official check is lost, stolen, or destroyed, you may be entitled to recover the funds by filing a declaration of loss with us in the form we require. However, under applicable state law, generally no funds can be paid to you until 90 days after the date of the official check and will not be paid at all if the check is presented for payment during that waiting period.

**8. Automated Processing of Items:** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items (both Deposits and Orders) at the lowest possible cost to all members. These automated procedures rely primarily on information encoded onto each item in magnetic ink and do not read, for example, any restrictive instructions that you write on an Order, such as "Void after 90 Days," or "Two Signatures Required for Amounts Over \$5,000." In recognition of this fact, you agree that in paying or taking an item for collection, we may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse us for any loss or expenses we incur because you issue or deposit an item containing such extra information. You agree that we do not fail to exercise ordinary care in paying an item if our procedures provide for limited or no sight examination of items we process.

**9. Electronic Funds Transfers & ACH Transactions:** Under the operating rules applicable to automated clearing house ("ACH") transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. You agree that we may notify you of the receipt of ACH and other electronic payments in the periodic statements we provide to you. If periodic statements are not provided to you, you agree that we are not obligated to provide you with notice of receipt of payments, unless otherwise required by law.

In most cases, account number rather than member name will control crediting of funds transfers.

ACH operating rules provide that credit given by us to you for ACH credit entries is provisional until we receive final settlement for the entry through a Federal Reserve Bank or otherwise receive final payment. If we do not receive final settlement, we are entitled to a refund of the amount credited to you in connection with the entry, and the party that originated the payment to you shall not be deemed to have paid you. You agree to be bound by these rules.

We may make wire transfers of funds from your accounts as an accommodation to you, but are not obligated to do so and will do so in our sole discretion. If we agree that you may make a wire transfer of funds from your accounts, you agree to follow Andrews Federal's established security procedures in connection with wire transfer transmissions. If you request a wire transfer, you must provide your security password or PIN/TAC, as applicable, to us. Your PIN/TAC will only be used for identification purposes or for determining the account balance. You agree that this security procedure is commercially reasonable, is designed to authenticate wire transfers, is not designed for your protection and is not used to detect errors in the transmission or content of a wire transfer. You agree that any wire transfer request authenticated by this security procedure will be effective as your request, whether or not you in fact authorized it.

We will use any means and routes that we, in our sole discretion, may consider suitable for the transmission of funds. Fedwire, the funds transfer system owned and operated by the Federal Reserve Banks, may be used to effect your wire transfers. Regulation J of the Federal Reserve Board, including Subpart B which has adopted Article 4A of the Uniform Commercial Code, governs all funds transfers through Fedwire and ACH. We also may use Western Union. Maryland law applies to wire transfer requests, except that New Jersey law applies to requests for accounts opened in New Jersey and District of Columbia law applies to requests for accounts opened in the District of Columbia. ACH transactions are governed by the National Automated Clearing House Association (NACHA) Rules and the laws of the State of New York.

You agree that requests for wire transfers of funds from your accounts we receive after 1:00 PM on a business day, Monday through Friday, or that we receive on a Saturday, Sunday or holiday, may not be processed until the following business day, Monday through Friday, that we are open.

We will not provide you with receipts for wire transfers of funds from or to your accounts. Information regarding wire transfer activity will be provided to you in your accounts' periodic statements.

We shall not accept cancellations, revocations, and amendments to wire transfer requests after we have begun to process them. You will defend, indemnify, and hold us harmless from and against any and all claims, demands, costs, expenses (including attorneys' fees), loss, or damage arising out of our acting or refusing to act upon your wire transfer requests. We will exercise reasonable and ordinary care in performing our obligations in connection with electronic funds transfers and will be responsible for any loss sustained by you only to the extent such loss is caused by our gross negligence or willful misconduct and as otherwise required by applicable state and federal law; however, any liability of ours will extend only to the resulting direct loss, and not to any consequential or special loss or damages. Under no circumstances will we be responsible for any liability, loss, or damage resulting from any delay in the performance of or failure to perform our obligations in connection with any electronic funds transfer which is caused by any: act of God, fire, or other catastrophe; electronic or computer failure; acts of, or delays or failure to act by, any agent operating between us and other recipients of transferred funds and their personnel; or, without limiting the generality of the foregoing, any other cause beyond our control. If we are obligated to pay you interest with respect to any electronic funds transfer, you and we agree that the interest rate payable is the dividend rate paid on the account or, if no dividends are paid on the account, then the lowest dividend rate then being paid by us for dividend-bearing accounts, and you and we agree that dividends are payable for three days only. You waive any statutory right you may have to recover your attorneys' fees from us in connection with funds transfers. If a funds transfer entry includes transmission through a funds transfer system that nets obligations multilaterally and has a loss-sharing agreement among participants, and the system fails to complete settlement, we are entitled to a refund of the amount credited to you.

**International ACH Transactions (IAT):**

The Office of Foreign Asset Control (OFAC), has determined that ACH transactions originating from or sent to foreign parties or financial institutions must be verified against lists maintained by OFAC to ensure that funds are not being transferred by entities or persons associated with the proliferation of terrorism or other activities deemed illegal by the Trading with the Enemy Act (TWEA).

An ACH credit or debit received from a source that matches an entry on the OFAC list may be rejected, blocked, or frozen in accordance with OFAC regulations. In the event this occurs we will notify you in writing of your account status and provide you with contact information for the Office of Foreign Asset Control. General information regarding OFAC can be found at [www.treas.gov/ofac](http://www.treas.gov/ofac).

**10. Unlawful Internet Gambling:** In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act, restricted transactions are prohibited from being processed through your account with Andrews Federal. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. Attempted transactions will be blocked, and repeated attempts may result in termination of service.

**11. Forms and Devices for Accessing Your Account and Right to Make Deposits and Withdrawals:** You agree to use only those forms, methods, and devices approved by us for accessing, maintaining, and charging your account. You understand that those forms, devices, and methods may change from time to time. We reserve the right to return unpaid or unprocessed any unauthorized form of Order or any authorized form of Order which is incompletely or defectively drawn.

You are responsible for the condition of any Order or Deposit drawn on or deposited to your account, including, but not limited to, the encoding on checks that you have purchased from an independent third party. You agree to indemnify us for damages resulting from any claim arising out of or relating to the inability to handle any Order or Deposit in a timely or proper manner under applicable law because of the condition of the Order or Deposit. We reserve the right, at our sole discretion, to refuse Orders from or Deposits into an existing account. We also reserve the right, at our sole discretion, to discontinue or limit the practice of allowing withdrawals by negotiable orders of withdrawal or other types of items or mechanisms for withdrawals or transfers.

**12. Your Obligations:** You agree to safeguard your account, account information, and Order forms. You shall report any lost or stolen Orders and any unauthorized transaction on your account to us immediately. You agree to place a stop payment with us on any lost or stolen Orders. We are not liable if we pay any lost or stolen Order that is forged or altered if the Order would not have been paid if you had reported or stopped payment on it. You will notify us immediately if any confidential information about your account is disclosed to an unauthorized person. You are responsible for any transaction involving your account made with the use of such information.

If you report any unauthorized transaction on your account, you agree to cooperate with us in our investigation of the claim and prepare an affidavit and forgery report satisfactory to us. You also agree to file a criminal report against any suspected wrongdoer or as to any alleged wrongdoing. If you fail to do so or if you enter into any settlement or restitution agreement with a wrongdoer without our consent, you waive any claims against us. You agree that we have a reasonable time to investigate any claimed loss and that we have no obligation to provisionally credit your account. Our maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had you exercised ordinary care. In no event will we be liable for special or consequential damages or for attorneys' fees. We will not be liable for any Orders that are forged or altered in such a way that such forgery could not be reasonably detected.

Under federal law, you have the right to notify us if you believe we have reported inaccurate information about your account to any consumer reporting agency. You should send written notification with your complete name, street location address, Social Security number, member number, type of account, specific item of dispute, and the reason why you believe the information reported is in error to: Andrews Federal Credit Union, Attention: Loan Servicing Department, 5711 Allentown Road, Suitland, Maryland 20746. We will investigate your concerns and correct any inaccuracies. We will confirm our actions to you.

**13. Identification:** As a credit union responsible for the safety and security of members' funds, you agree that we may require you to present two forms of identification acceptable to us in our sole discretion when conducting financial transactions. Circumstances may further require that the identification you present be approved by management. You agree that we are not obligated to proceed with any transaction if the forms of identification presented to us are not acceptable to us, and we reserve the right to close the account and return any Deposit.

**14. Statutory Lien/Right of Offset:** Federal law grants us the right to a lien against all assets you have with us, including funds in your accounts, if you are in default on a financial obligation owed to us. You agree that we shall have the authority, by exercising our statutory lien rights granted under federal law and/or our common law rights of offset, to offset against your account at any time and without notice for your indebtedness to us. Any indebtedness of any one of you or all of you, whether individual or joint, direct or indirect, primary or secondary, now owing or hereafter owing, may be charged to any account in your name or in your name and the name of another or other account owners, including accounts held by husband and wife. You agree to hold us harmless and indemnify us in the event the account is offset for the debt of less than all owners. We will not be liable if such a deduction causes Orders to be dishonored because of insufficient funds. This right of offset does not apply to an account if: (a) it is an IRA or tax-deferred retirement account; or (b) the person who owes us the debt is not an owner of the account, but instead has withdrawal rights only as a representative of the true owner(s).

**15. Payments to Third Parties and Andrews Federal from Your Account:** You authorize us to make payments from the account, including payment of the entire account balance, pursuant to any statutory or common law right of offset, levy, attachment or other valid legal process or court order relating to the interest of any one or more of the owners and on request to a trustee in bankruptcy, receiver in any state or federal insolvency proceeding, or any other duly authorized insolvency representative of any one or more of the owners. You agree to pay us a fee for any payment described in this section as disclosed in our *Schedule of Fees* and you authorize us to deduct the fee from any account from which you are entitled to withdraw funds.

**16. Statements:** Periodically we will send a statement concerning activity in your account. Statements will be sent by US Postal Service or, if you elect and if we agree, will be sent by electronic delivery. Statements will be sent only to one address as specified in our records for where to send statements on your account. You agree to review your statements promptly. Orders that we have paid are not returned to you, but you may obtain copies of some items at the prices set forth in the *Schedule of Fees*. You agree that sending periodic statements to a single street location, post office box or electronic address constitutes notice to all of you and that any of you may change the address specified in our records for where to send statements. Unless you notify us in writing of an unauthorized signature or alteration within a reasonable time (not to exceed 60 days after the statement date) after we send or make available to you your statement and/or items: (a) you cannot assert the unauthorized signature or

alteration or other unauthorized Order or Deposit against us to recover any funds paid, regardless of whether or not we are able to show a loss due to your failure; and (b) you cannot assert any unauthorized signatures or alterations by the same person on Orders paid by us after the reasonable time stated above elapses, but before we receive your notice. If you prove that we did not observe reasonable commercial/business standards prevailing in our community in paying an Order with an unauthorized signature or alteration, and you notify us of the problem within this 60 days of when we send or make available to you the statement and/or items, we may not have the full effect of these provisions. You must also notify us of any other account problem (e.g., erroneous entries, unauthorized endorsements, missing or unauthorized signatures or endorsements on Deposits or Orders, etc.) within this 60-day period or you lose your right to hold us liable for the problem. In any event, if you do not discover and notify us of any unauthorized signature or alteration within one year after we send or make available to you your statement and/or the item, you are absolutely precluded from asserting the problem against us.

**17. Schedule of Fees:** Our *Schedule of Fees* sets forth the service charges and fees that may be imposed against you and your account for activity, overdrafts, return of unpaid Orders or Deposits, or other service fees applicable to your type of account. You agree to pay us, or have deducted from your account, such service charges and fees as are disclosed in our most current *Schedule of Fees*. The *Schedule of Fees* is part of this Agreement, is subject to amendment from time to time, has been provided to you, and is available upon request. Service charges and fees are imposed to cover our estimated cost of providing services and, in some cases, to act as a deterrent. These charges and fees can be reduced or avoided through your actions.

**18. Amendments:** This Agreement, as well as any other account disclosures and agreements, may be revised or amended by us at any time. We shall give you notice of such changes. Advance notice of changes will be given when required by law. Notice may be sent to you, or to any one of you if there is more than one owner of the account, at a recent address specified on our records.

**19. Notice:** Notice from us to any one of you is notice to all of you.

**20. Ownership of Account:** The following provisions explain certain ownership rights of the person named in the *Signature Card* or otherwise associated with the account. For accounts with joint owners, or payable on death payee(s), the account is subject to: for accounts opened in New Jersey, the New Jersey Multiple-Party Deposit Account Act; for accounts opened in the District of Columbia, the District of Columbia Multiple-Person Accounts law; and for all other accounts, the Maryland Multiple-Party Accounts law. Andrews Federal has no liability for payments made in accordance with these laws or this Agreement.

**(a) Individual Owner:** The account is owned only by the one person (the primary member) named as owner. No other person has any present rights on the account.

**(b) Joint Owners:** The account is owned by the two or more persons named as owners (each person named is called "owner"). At least one of the owners is a member of Andrews Federal but only one owner will be treated as a primary member of the

account. Each owner is jointly and severally liable for each and every charge against the account, even when only one owner created the charge or benefited from it. Any owner may make Deposits to the account and each owner appoints the other(s) as attorney-in-fact with the power to deposit into the account any Deposit payable to any one or more owner(s) and, for that purpose, to endorse any Deposit payable to any one or all of them. Any owner may initiate Orders withdrawing or transferring funds from the account. Any member may pledge the account as collateral for a loan to or guaranty by any member and may obtain additional services without the consent of the other(s). Any owner may appoint an attorney-in-fact to act for that owner (see "Power of Attorney") without the consent of or notice to any other owner. Any owner may close the account, which action will be effective when reflected in our records, and each owner specifically appoints the other owners(s) as attorney(s)-in-fact with the power to unilaterally close the base share savings account. Notwithstanding the immediately preceding sentence, we have the right, in our sole discretion, to require all owners to agree in writing to close an account. Each member understands that closure of the base share savings account could have the effect of terminating membership. **At the death of any owner, the balance in the account shall belong to the surviving owner(s).** If two or more owners survive, the account will remain a joint ownership account and the survivors each will own the account with full survivorship rights if at least one survivor is a member of Andrews Federal or is eligible for membership. If the survivor (or all survivors if more than one) is not a member or eligible for membership, we will pay the balance to the survivor (or in equal pro rate shares to the survivors if more than one). Any owner may obtain a copy of information on the *Signature Card* listing the persons designated on the account upon request.

**(c) Fiduciaries:** Any person identified on the *Signature Card* as a guardian, MUTMA, NJUGMA or NJUTMA custodian, trustee, representative payee, or executor/personal representative (collectively "Fiduciary") acts in that capacity pursuant to contract, state or federal law, regulation or judicial authority for the benefit of the named minor/ward, MUTMA, NJUGMA or NJUTMA minor, person under disability, trust/beneficiary or estate/decedent named on the account. (If two UTMA custodians are identified on the *Signature Card*, each joint custodian alone has the full power and authority to take any action in connection with the account and does not need to obtain the approval or agreement of the other joint custodian in order to so act and if either joint custodian resigns, dies, becomes incapacitated, or is removed, the remaining custodian shall serve as sole custodian without the necessity of appointing a successor joint custodian. If a successor UTMA custodian is identified on the *Signature Card*, that person will have the rights and obligations of the Fiduciary on the account only upon the last of the identified UTMA custodian's(s') resignation, death, incapacity or removal.) The account is subject to the order of the Fiduciary, subject to the limitations imposed by any judicial order of which we have had prior notice and a reasonable opportunity to act. If a Fiduciary executes a power of attorney

to appoint another person to act as the attorney-in-fact for the Fiduciary, we have the right, in our sole discretion, not to accept the power of attorney until the Fiduciary proves to our satisfaction that the Fiduciary has the right to delegate authority to others through a power of attorney. The Fiduciary certifies that any funds deposited into or withdrawn from the account are properly within the Fiduciary's custody and may be lawfully deposited into or withdrawn from the account in accordance with authority duly vested in the Fiduciary and that we have no duty to verify the authority of the Fiduciary to make particular deposits or withdrawals (except as expressly provided otherwise by judicial order of which we have had prior notice and a reasonable opportunity to act). The Fiduciary promises to keep records in good faith and in the ordinary course of business which detail the interests of the true beneficial owner(s) of the account at all times.

Any person identified on the *Signature Card* as a minor/ward, MUTMA, NJUGMA or NJUTMA minor, person under disability, trust/beneficiary or estate/decedent is named on the account pursuant to that person's status under contract, state or federal law, regulation or judicial authority and withdrawals from the account may be made only by the Fiduciary(ies) named on the account. We have no duty to verify the authority of the Fiduciary(ies) to make particular deposits to or withdrawals from the account (except as expressly provided otherwise by a judicial order of which we have had prior notice and a reasonable opportunity to act).

**(d) Account for Minors (Non-Custodial):** The account is owned by the minor who establishes the account. In addition, in our discretion, we may require the account to have a joint owner who is at least 18 years of age, making the account a joint owner account subject to all applicable joint owner provisions in this Agreement. We may allow the minor to make deposits, withdraw funds or otherwise act in connection with the account without regard to the minor's age, but we reserve the right to deny the minor such activities in our discretion. All owners of this account agree that if the minor's guardian gives written notice requesting that we withhold payments to the minor and we have had reasonable opportunity to act, we may honor that request, but we are not obligated to do so. Unless the minor's guardian is also a joint owner, the guardian has no right to access the account. We have no duty to inquire as to the use or purpose of any transaction by the minor or joint owner. We may require a new membership application after the minor attains the age of majority.

**(e) Beneficiaries:** Any person identified on the Signature Card as a "Payable on Death (POD) payee" will acquire ownership rights in the account only after the death of all owners and then only if the POD payee is alive. When we are provided with proof of the death of the last surviving owner, we will issue to each POD payee who provides proof of identity to our satisfaction a check for an equal pro rata share of the account based on the number of POD payees listed in our account records. If a POD payee claims a greater amount based on the death of another POD payee before the death of the last owner, that POD payee must

provide proof of the death of the other POD payee to our satisfaction. Each owner reserves the right, subject to any requirements that we may impose, and without notice to any POD payee, at any time to take any action which the owner may take concerning the account, including, but not limited to, closing or pledging the account, changing or deleting entirely the POD payee(s), changing the account type and/or account ownership and withdrawing all or part of the account balance. Any liabilities of the deceased owner(s) to us will be paid out of the account before any distribution to POD payee(s) takes place. Any owner may obtain a copy of information on the *Signature Card* listing the persons designated on the account upon request.

**21. Agents:** If you allow another person to access your account or to sign, endorse, process, control disposition, or otherwise act on your behalf with respect to your account, including with respect to Deposits or Orders, then you are fully responsible for that person's actions. You will be liable for any loss including fees to Andrews Federal and attorneys' fees incurred as a result of the actions or inactions of that person and you cannot hold us liable for any part of that loss.

**22. Dispute Among Owners or Signers or Suspicious Activity:** In the event that we reasonably believe that the signers, owners, or persons acting on behalf of the signers or owners of an account are in dispute concerning any aspect of the account or that there is suspicious activity involving the account, we may, in our sole discretion, do any or all of the following things: continue to act as set forth in this Agreement based upon the signature of any authorized signer as shown in our records; freeze the funds in the account pending resolution of the dispute or activity to our satisfaction; or, except as expressly limited by law, regulation or our bylaws, deposit the funds from the account into the registry of an appropriate court pending a court order establishing the parties who are authorized to withdraw funds from the account or the rights of the parties to the funds.

**23. Power of Attorney:** We reserve the right not to recognize a Power of Attorney to act on an account, in our sole discretion. If we do recognize a Power of Attorney, the attorney-in-fact named ("Agent") acts in that capacity pursuant to contract, state or federal law, or regulation for the benefit of the named owner(s) on the account. The Agent is authorized to make withdrawals and deposits and otherwise take action in connection with the account but only as an agent of one or more of the owners of the account. The Agent certifies that any funds deposited into or withdrawn from the account are properly within the Agent's custody and may be lawfully deposited into or withdrawn from the account in accordance with authority duly vested in the Agent and that we have no duty to verify the authority of the Agent to make particular deposits or withdrawals. The Agent is not an owner of the account, no funds in the account belong to the Agent by reason of that capacity, and the Agent has no right of survivorship in the account. The Agent promises to keep records in good faith and in the ordinary course of business which detail the interests of the named owner(s) of the account at all times. If a Power of Attorney is recognized, revocation or termination of the Power of Attorney shall be effective as to us only after our receipt of written notice of revocation or termination, or receipt of a death certificate or court order, and only after we have had a reasonable time to act upon such notice.

**24. Legal Process Against an Account:** We have the right to comply with any tax levy or garnishment request from the Internal Revenue Service or any other governmental agency. You agree to pay us a fee for legal process as disclosed in our *Schedule of Fees* and you authorize us to deduct the fee from any account from which you are entitled to withdraw funds. We may honor such levy or garnishment requests to the extent that we have no claim to the money. We may freeze your account or otherwise hold the funds as directed by the legal process until we are instructed to release the levy or garnishment or until we remit the funds to the appropriate party.

If we receive any notice of lien, process, garnishment, execution, or other proceeding relating to you or your account, we may withhold payments of as much of the balance in your account as may be the subject of such notice or process and pay such amount to the court, creditor, or other party in accordance with applicable law. We may also place a hold on your account or otherwise hold your funds for a reasonable period of time to permit the parties or us an opportunity to file any additional legal proceedings or to resolve the action informally. We are not liable for dishonoring Orders because of insufficient funds in your account due to a hold placed on the account or your funds or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal process. If we incur any expense, including, internal costs and attorneys' fees in responding to any legal proceeding relating to you or your account, we may charge such expenses to your account without prior notice. Those expenses may be in addition to the fee we may charge you as disclosed in our *Schedule of Fees*. If there are insufficient funds in your account, you are liable for the balance.

You are liable to us for any loss, costs, or expenses, including reasonable attorneys' fees, the costs of litigation, and the costs to prepare or respond to legal papers, that we incur as a result of any dispute involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice. This includes disputes between you and us and situations where we become involved in a dispute between you and an authorized signer or a third party claiming an interest in the account. It also includes situations where you or a third party take action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in the dispute.

**25. Non-transferability:** Your shares, represented by your account, whether they are owned individually or jointly, are for the use of the owner(s) only. Ownership of your shares and/or your account cannot be transferred except to another Andrews Federal member and then only as permitted by us. Any permitted transfer will be effective only when reflected in our records for the shares and/or account. We may require the payment of a \$1.00 transfer fee.

**26. Closing of Accounts:** We may give notice to you requiring you to withdraw the entire amount on deposit in your account, or any part thereof. Such notice shall also advise you that we reserve the right after the date specified in our notice not to make payment on any Order drawn on your account. After the date specified, we shall not be obligated to make any payment from such account except for the purpose of closing your account. You or we also may close your

account at any time and in such case, you may withdraw or we will provide all of the collected funds in the account, less any fees or charges due from you which will be charged against the account. If you are a member of Andrews Federal and all of your accounts are closed, you will cease to be a member. We will not close your account(s) or give you notice to do so if prohibited by law, regulation, or our bylaws.

**27. Abandoned Accounts:** Under state law applicable to your account, all funds remaining in an account may be turned over to the custody of the appropriate state after the account has been presumed abandoned because of inactivity and notice is sent to the member at that member's last known address. For share certificate accounts the period giving rise to the presumption of abandonment begins after the maturity date of the initial term; for retirement accounts, the period begins after distributions from the account are mandatory. An account will be presumed abandoned if, for the period of time specified by applicable law, no owner has: (a) increased or decreased the amount in the account; (b) presented evidence of the account for the crediting of dividends; (c) written to us about the account, including signing up for new services or asking for address changes; (d) engaged in a credit, share or other deposit transaction with us; or (e) otherwise indicated an interest in the account as evidenced by a memorandum on file with us. You agree that as permitted under applicable law, abandoned accounts may be subject to reasonable service charges as set forth in our *Schedule of Fees*. You agree that we are relieved of all responsibility if your account balance is turned over to a state as provided by applicable law.

**28. Release of Account Information and Obtaining Information About You:** You authorize us to obtain reports about you from credit bureaus, for example ChexSystems, and similar organizations for purposes of evaluating your application for membership and other applications for services, to review your accounts to determine whether you continue to meet the terms of the account, and for any other reasons we believe are necessary to protect you or us. **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.** You authorize us to release information from our records regarding you and your account as required or permitted by applicable law, including: when it is necessary for completing transactions with you; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liabilities; in the course of making reports or returns required or permitted by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency; as permitted by applicable state law, including the Maryland Confidential Financial Records Act; as permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act; as described in the privacy notice we give you from time to time; and to our affiliates as permitted by law; to any third party who we reasonably believe is conducting an inquiry in accordance with applicable law; and to any party acting with your permission, express or implied. As a member of Andrews Federal, you expressly authorize us to contact your employer and obtain information about you that we need, and you consent to the release of that information to us.

**29. Additional Services and Denial of Services:** If you are a member in good standing, you may be entitled to additional services, including the reduction or elimination of certain service charges and fees that would otherwise be imposed. A "member in good standing" is a member who: has never caused Andrews Federal a credit loss through bankruptcy or delinquency; maintains at least the par value of an Andrews Federal share in a base share account; maintains the minimum account balance as applicable to each account; and is not late in payment or otherwise in default in connection with any financial obligation owed to us. If you cause Andrews Federal a credit loss through bankruptcy or delinquency, then we may in our sole discretion terminate all services to you, including closure of all your accounts, except we will not terminate your base share account.

**30. Governing Law and Waiver:** For accounts opened in New Jersey, this Agreement shall be governed by and construed in accordance with federal law and, to the extent not inconsistent with federal law, the internal laws of New Jersey. For accounts opened in the District of Columbia, this Agreement shall be governed by and construed in accordance with federal law and, to the extent not inconsistent with federal law, the internal laws of the District of Columbia. For all other accounts, this agreement shall be governed by and construed in accordance with federal law and, to the extent not inconsistent with federal law, the internal laws of Maryland. No term of this Agreement is waived unless the waiver is in writing signed by both you and us. Our failure to insist upon your strict performance of any term of this Agreement is not a waiver of the term. Mere lapse of time is not a waiver of any breach of this Agreement. Our waiver of any breach does not affect our right to enforce any of our rights later and does not modify this Agreement. If any part of this Agreement or its application to any person or circumstance is declared void, illegal, or unenforceable, the rest of this Agreement is valid and enforceable.

**31. Additional Requirements from Andrews Federal's Bylaws:** To become a member, a person must submit an application, have that application for membership approved for admittance into Andrews Federal and complete payment for one share in Andrews Federal. A member whose share balance is reduced below the par value of one share has six months to increase the balance to at least the par value of one share. Failure to do so can result in the termination of that person's Andrews Federal membership and any remaining balance in the account may be absorbed by charges. No member may withdraw shareholdings that are pledged as required security on loans without the written approval of the loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to Andrews Federal. No member may withdraw any shareholdings below the amount of the primary or contingent liability to Andrews Federal without the written approval of a loan officer if that member is delinquent as a borrower, or if the borrowers for whom the member is a co-maker, endorser, or guarantor are delinquent. At present, the par value of one regular share in Andrews Federal is \$5.00. The dividend period for your account depends on the type of account you have. Please refer to our *Truth-In-Savings Disclosures*.

## **B. Substitute Checks and Your Rights**

### **IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**

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 slightly reduced image of the front and back of the original check. The front of the 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 debit on your account. However, you have rights under other law with respect to those transactions.

#### **What are your rights regarding substitute checks?**

In certain cases federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew 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 are also 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 \$2,500 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 interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **How do you make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted against your account, please contact us at:

**Andrews Federal Credit Union  
Attn: Support Services  
P.O. Box 4000  
Clinton, MD 20735-8000**

You must contact us within 60 calendar days of the date that we mailed the substitute check in question or the account statement showing the substitute check was posted to your account. 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.
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

**C. Expedited Funds Availability Disclosures****General Policy**

Our policy is to delay the availability of funds from your check Deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or debits you have authorized.

**Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your Deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a Deposit before 3 PM EST 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 on a day we are not open, we will consider that the Deposit was made on the next business day we are open. The length of the delay varies depending on the type of Deposit and is explained below.

**Same-Day Availability**

Funds in the form of cash or from electronic direct deposits to your account will be available on the day we credit your account.

**Next-Day Availability**

Funds from the following Deposits are available on the first business day after the day of your Deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.

If you make the Deposit in person to one of our employees, funds from the following Deposits are also available on the first business day after the day of your Deposit:

- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and US postal money orders, if these items are payable to you.

If you do not make your Deposit in person to one of our employees (for example, if you mail the Deposit), funds from these Deposits will be available on the second business day after the day we receive your Deposit.

## Other Check Deposits

Most other checks that are deposited will be available no later than the second business day after the day of deposit.

The first \$100 from the checks you deposit will be available on the first business day after the day of your deposit.

## 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 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 computer or communications equipment.

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

## Special Rules For New Accounts

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

Funds from electronic direct deposits to your account will be available on the day we credit your account. Funds from Deposits of wire transfers, and the first \$5,000 of a day's total Deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your Deposit if the Deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your Deposit. If your Deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your Deposit.

## D. Electronic Funds Transfer And Disclosures

This disclosure and agreement (EFT Agreement) defines your responsibilities and our responsibilities with respect to certain electronic funds transactions. Electronic funds transactions are movements of funds originated other than by deposit/withdrawal slips or checks. In other words, a movement of funds that does not use a paper order.

As used throughout this *EFT Agreement*, the terms "you" and "your" mean each person who applies for a Card and/or Automated Phone Service access and all account owners if the accounts are joint accounts, jointly and severally. The word "Card" means the Check Card or ATM access device issued to you by us, which permits you to conduct Transactions at automated teller machines (ATMs) owned and operated by us; at automated teller machines and point of sale (POS) terminals that are part of a network that accepts our Card; and, if you have a Visa® Check Card, at any place that honors Visa

cards for Transactions. The word "PIN" means your Personal Identification Number for your Card and the word "TAC" means your Telephone Access Code for the Automated Phone Service. The word "PIN/TAC" refers to your PIN and/or TAC, both individually and collectively. The words "Account" and "Accounts" mean those Andrews Federal share draft checking and share savings accounts that you may access with a Card and/or the Automated Phone Service. The word "Transaction" means an electronic funds transaction. These Transactions are performed through the use of ATMs, POS terminals, the Automated Phone Service, the Automated Clearing House system, and by other electronic means.

You understand that the agreements and rules and regulations applicable to your Accounts remain in effect and continue to be applicable, except as specifically modified by this *EFT Agreement*. In addition, if you have signed another agreement with us governing specific types of Transactions, that other agreement will control if there is a conflict between that agreement and this *EFT Agreement*. By requesting, receiving, signing, and/or authorizing another person to use your Card and/or your PIN/TAC or by using your Card and/or your PIN/TAC to conduct Transactions, you agree to the terms of this *EFT Agreement*:

**1. Card Ownership and Use** - The Card allows you to make Transactions from your Accounts. There are two types of Cards: (i) an ATM Card, which permits Transactions at ATMs and merchant POS terminals and (ii) the Visa Check Card (Check Card), which permits Transactions at ATMs, merchant POS terminals, and any place that honors Visa cards. Check Cards are debit cards that allow you to access the available funds in your account, within the daily limit described in 16(h), to purchase goods and services and to receive cash advances from your checking account. Check Cards are NOT credit cards. You acknowledge that the Card is our property, and that it may be revoked without notice to you and must be surrendered promptly upon request.

Your Card may be used for lawful transactions only. You agree that use of your Card for illegal transactions (including, but not limited to, unlawful gambling) will be deemed a default and/or breach of this *EFT Agreement* and may result in the termination of this *EFT Agreement*.

If you use your Account for illegal transactions, you waive any right to sue us for such illegal transactions or any activity directly or indirectly related to it. Additionally, you agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, relating from such illegal transactions.

The presentation of your Card, and if required, the input of your correct PIN, constitutes your authorization to us to make Transactions, which are subject to the provisions of the *EFT Agreements* applicable to your Account. The use of the Card will constitute an immediate withdrawal from and/or demand upon your checking account, whether or not you have signed any sales authorization slip and even though the transaction may not actually be posted to your checking account until a later date.

**2. Automated Phone Service and TAC Choice** - Automated Phone Service is an electronic voice-response system. You may access it through a touch-tone telephone and enter your TAC and Account

number(s) to conduct Transactions as described in 16(e). After your first access to Automated Phone Service with your initial TAC, you are responsible for choosing a new TAC and we will have no record of that new TAC. The TAC will be the same for each person who has access to the Account and a change in the TAC by any one of you will change the TAC for all of you. You agree that use of your Account number and TAC shall constitute sufficient verification of your identity to us as well as your authorization to us to make Transactions.

The types of Transactions that you may make using Automated Phone Service and any limitations are described in 16(e) and they are binding on you, even if the Electronic Funds Transfer Disclosures do not otherwise apply to you. All Automated Phone Service Transactions made by 3:00 p.m., Monday - Friday, will be posted to your Account(s) that day. Transactions made after that time or on a weekend or holiday may be posted that day or may not be posted until the next business day, depending upon computer availability. For information on the posting of ATM Transactions, see Andrews Federal's "Expedited Funds Availability - Reg. CC Disclosure".

**3. Your Agreements** - You agree not to make Transactions that would overdraw any Account. If, by mistake, you are permitted to make a Transaction that you should not have been allowed to make, we may charge the amount involved to a valid Account or otherwise hold you liable. You agree to follow the instructions posted for use of the ATMs and POS terminals accessible by your Card. You agree to follow the instructions we provide to you in connection with the Automated Phone Service. These instructions will be considered part of the *EFT Agreement*. When a PIN/TAC is required, you cannot make Transactions without the entry of your correct PIN/TAC. Entries of an incorrect PIN at an ATM may result in your Card being retained by the ATM. You must then contact us to order a replacement Card.

**4. PIN/TAC and Card Protection** - You will hold your PIN/TAC in strict confidence. You will not write your PIN on your Card, on any paper you carry with the Card, or on any paper with your Account number(s). You will not write your TAC on any paper with your Account number(s). This invites misuse of your Card and Account(s) if these items are lost or stolen. You should protect your PIN/TAC and your Card as you would cash, credit cards or checks – your PIN/TAC and/or your Card are the "keys" with which someone can access your Accounts.

**5. Loss or Theft** - You will notify us immediately of the loss or theft of your Card and/or PIN/TAC. You must contact us to request a replacement Card. If you recover your Card or PIN/TAC after you have notified us, you will not use it.

**6. Verification** - Visa purchase receipts, and ATM or POS terminal receipts issued by an ATM or merchant POS terminal not owned by us, are binding on us only after verification by us.

**7. Responsibility** - You are responsible for all Transactions made by anyone on your Account(s) with your TAC through Automated Phone Service or with your PIN and/or Card, including unauthorized Transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized transactions, if applicable, are summarized in this document. We have no obligation to monitor

the use of your Card or PIN/TAC or to notify you if unusual activity occurs. Also, Andrews Federal is not liable for any claims by you against a merchant arising from the purchase of goods or services with your Card. If this Card replaces an existing access device, you agree to destroy the access device immediately on receipt of your new Card and PIN, if applicable.

**8. Deposits** - All Deposits will be credited to your accounts provisionally, subject to our verification. Funds from Deposits may not be available for immediate withdrawal. (Please refer to Andrews Federal's "Expedited Funds Availability – Reg. CC Disclosure" for details). You agree that our verifications of Deposit will be final.

**9. Authorized Transactions** - You agree to hold us harmless for any and all Transactions by any person you authorize, either expressly or through your actions on your Account. You accept responsibility for all Transactions made by an authorized person less than 18 years of age.

**10. Liability** - We will not be liable for your inability to make Transactions or retrieve your Card, except as otherwise provided. We will not be liable for failure to honor a Card due to improper use or retrieval of the Card by an ATM. You will never use a damaged or expired Card and you will contact us for a replacement Card and PIN if your Card is damaged or expired.

**11. Termination and Amendment** - We may at any time terminate your right to make Transactions or cancel this *EFT Agreement*. We may give notice of termination or cancellation, but we are not obligated to do so. Your Card and/or PIN/TAC may not be used after we terminate it, or after your account(s) are closed. You may terminate or cancel the use of your PIN/TAC, Card and/or the Automated Phone Service by giving us written notice. Your written notice of termination will become effective no later than the end of the first business day following our receipt of your notice. Termination by one Account owner terminates the PIN and Card device only for that owner; termination by one account owner terminates the TAC and Automated Phone Service access for all account owners. Termination will not affect any liability incurred by you prior to termination. We may change this *EFT Agreement* at any time by mailing a copy of the changes to your most recent account statement address. Unless we are required to give you advance notice by law, changes are effective on the date changes are mailed. Use of your Card and/or PIN/TAC after the effective date of the change will acknowledge your acceptance of that change.

**12. System Malfunction** - You will not attempt to make a Transaction when Automated Phone Service, an ATM or POS terminal informs you (or other circumstances give you reason to believe) that the respective system is closed or is not operating properly due to a technical malfunction or is unable to initiate the Transaction you desire.

**13. Foreign Transaction** - Visa converts any Transaction made to the Card (purchase, credit, cash disbursement, ATM, or reversals) in foreign countries or foreign currency to U.S. dollars. The currency conversion procedure that Visa International uses multiplies the foreign currency transaction by an exchange rate to convert it into a U.S. dollar amount. The exchange rate between the Transaction currency and the billing currency used for processing international transactions is 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 receives, or the government mandated rate in effect for the applicable central processing date, increased by one percent. The exchange rate is subject to change by Visa. The date the exchange rate is applied is the day before the date the Transaction is processed. This means that the exchange rate applied to your foreign Transaction may differ from the rate in effect on the date of your Transaction.

**14. Collection Expenses** - If we have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorneys' fees.

**15. EFT Agreement Controls** - Both you and we will be bound by this *EFT Agreement*. If there is a conflict between the *EFT Agreement* and something said by our employees, you agree that this *EFT Agreement* controls. For accounts opened in New Jersey, this *EFT Agreement* is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of New Jersey. For accounts opened in the District of Columbia, this *EFT Agreement* is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of the District of Columbia. For all other Accounts, this *EFT Agreement* is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of Maryland.

**16. Electronic Funds Transfer Disclosures** - Unless specifically provided otherwise in the next sentence, the disclosures of this paragraph 16, and the rights and obligations contained therein, apply only to "Regulation E Transactions," which are Transactions governed by the Federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E, made by a natural person whose accounts were established for personal, family or household purposes. Paragraphs 16 b, c, d, e, f, g, h, n and p apply to all users.

**(a) Liability** - Notify us AT ONCE if you believe that your Card and/or PIN/TAC has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Card and/or PIN/TAC without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card and/or PIN/TAC, and we can prove we could have stopped someone from using your Card and/or PIN/TAC without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN/TAC 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 (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Notice of lost or stolen Cards and/or PINs/TACs, or unauthorized Transactions, is considered given to us whether notice is given in

person, by telephone, or in writing. If you notify us in writing, notice is considered to be given at the time you place the notice in the mail, or when you deliver the notice for transmission to us by any other reasonable means of delivery. For your protection, we recommend that all verbal notices be followed up in writing.

**(b) Address and Telephone Number** - If you believe your Check Card and/or PIN/TAC has been lost or stolen, call **800.449.7728**. You may call this number 24 hours a day, 7 days per week. If you believe your ATM Card and/or PIN/TAC has been lost or stolen, call **301.702.5500**. You may call this number 24 hours a day, 7 days a week. If you believe that someone has transferred or may transfer money from your Account without your permission, call us at **301.702.5500**.

You may also write to us at the following address:

Andrews Federal Credit Union  
Attn: Card Support Services  
P.O. Box 4000  
Clinton, MD 20735-8000

In all cases, an unauthorized Regulation E Transaction must be reported using the procedures outlined in Paragraph 16(q).

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

**(c) Business Day Disclosure** - Our business days are Monday through Friday between 8:00 am and 7:00 pm EST. Holidays are not included.

**(d) Card Account Access** - You may use your ATM Card or Check Card to:

- Withdraw cash from your Andrews Federal checking and savings accounts at ATMs;
- Transfer funds between your Andrews Federal checking and savings accounts at ATMs;
- Make balance inquiries on your Andrews Federal checking and savings accounts at ATMs;
- Make deposits to your Andrews Federal checking and savings accounts at designated Andrews Federal ATMs;
- Make payments to certain Andrews Federal loan accounts at Andrews Federal ATMs;
- Pay for purchases at POS terminals where our Card is accepted, by entering your Card and PIN (POS Purchases). As part of the purchase, you may be able to get cash back depending on the policies of the provider of the goods or services.

In addition, you may also use your **CHECK CARD** to:

- Pay for purchases directly from your Andrews Federal checking account wherever you see the Visa symbol displayed (Visa Purchases);
- Withdraw cash from your Andrews Federal checking account, via a cash advance from a participating Visa financial institution.

Your Check Card **CANNOT** be used for Visa Purchases until you confirm that you have received the Card and request that it be validated, by calling 800.527.7728. For outside the U.S., call collect 727.540.9434. Furthermore, your Check Card cannot be used for ATM Transactions or POS Purchases until you receive your new PIN.

**(e) Automated Phone Service Account Access and Limitations** - You may use your TAC and Account number(s) and the Automated Phone Service to:

- Make withdrawals from your Andrews Federal checking and savings accounts by requesting a check be mailed to the address to which account statements are mailed;
- Transfer funds between your Andrews Federal checking and savings accounts;
- Make balance inquiries on your Andrews Federal checking and savings accounts;
- Make deposits and withdrawal inquiries on your Andrews Federal checking and savings accounts;
- Make payments to certain Andrews Federal loan accounts;
- Make a request that a stop payment be placed on a check you have written, which request will be effective for only six months.

Except as provided in the next sentence, you may make any number of Transactions between your Accounts or from your Accounts through the Automated Phone Service as long as you stay within the collected funds for the Account. Andrews Federal, in accordance with Federal Reserve Board Regulation D, permits a total of only six telephone or preauthorized transfers (which includes automatic transfers to cover check overdrafts) per month from any share savings account. There are no such limits on transfers from a share draft checking account. For security reasons, there may be other limits on the number or dollar amount of Transactions you may make through the Automated Phone Service.

**(f) Electronic Check Conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or pay bills.

**(g) Charges and Fees** - Transactions are subject to charges as indicated in the current *Schedule of Fees*; a copy of which was provided. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**(h) Limitations on Frequency and Dollar Amounts of Transactions** - There are limitations on the dollar amounts of Transactions that you may make with your Card per processing cycle (approximately daily) **per Card account number**.

- For cash withdrawals at ATMs, the limit is the lesser of your available Account balance or \$500 (\$200 for Youth Accounts).
- For purchases, including cash back at POS terminals (if available),

the limit depends on whether or not you are required to enter your PIN to complete the Transaction. For POS purchases where your PIN is required, the limit is the lesser of your available Account balance or \$1,000 (\$200 for Youth Accounts).

- If your Transaction is being processed as a Visa Purchase, without the entry of a PIN, the Transaction limit is the lesser of your available share draft account balance or \$3,000 (\$400 for Youth Accounts). You can make up to 20 Visa purchases per day.
- Some merchants may allow cash back on a POS transaction requiring a PIN. Your limit for Transactions is the lesser of your Account balance or \$1,000 (\$200 for Youth Accounts).
- For cash withdrawals at ATMs that do not dispense U.S. Dollars, the limitations described in this schedule will be in U.S. Dollar equivalents.

**(i) Periodic Statements** - You will get a monthly Account statement unless there are no Transactions in a particular month. In any case, you will get a statement at least quarterly.

**(j) Receipts** - You can get a receipt for each Transaction to or from your Account that was made at an ATM. You can get a receipt for each purchase of goods or services from your checking account that was made at a POS terminal. You can get the receipt for a Transaction processed as a Visa Purchase when the Transaction is made. You agree that we will not return, with your Account statement, the original, copy, or facsimile of any sales draft or cash withdrawal slip originated by you through the use of your Check Card.

**(k) Preauthorized Deposit Verification** - 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 may or may not receive proof of the payment from the person or company making the payment. If such person or company normally gives you notice of payment, you will not receive any other notice from us. If the person or company does not give such notice, you can call us at the telephone number listed in the section of this *EFT Agreement* dealing with questions or errors regarding electronic funds transfers or the number appearing on the periodic statement under "Direct Inquiries To" in order to find out whether or not the Deposit was made.

**(l) Stop Payments of Preauthorized Payments** - You may stop payments or transfers to persons or companies other than us. Payments to us are governed by the terms of the automatic payment authorization form and not this *EFT Agreement*. If you have authorized us in advance to make regular payments out of your Account to other persons or companies, you can stop any of these payments. You must call us at the telephone number listed in the section of this *EFT Agreement* dealing with questions or errors regarding electronic funds transfers or write us at the address listed in that section in time for us to receive your request 3 business days or more before the payment is scheduled to be made. The request is not effective for 24 hours after receipt by us and is not binding unless all information supplied by you is correct. In no event shall we be liable for paying an item/ACH

debit on the same date the request is received by the Credit Union. We must receive a request to stop an ACH debit attempt at least 3 business days prior to the date of debit. The charge for each stop payment order you give us is listed in our *Schedule of Fees*. Stop payments may be placed on one or all future payments. If you wish to stop all future payments to another person or company, we will do so upon notice from you as provided in this section, but you must also revoke your authorization to that other person or company to take payments out of your Account and you must send us a copy. If you do not give us a copy of your revocation notice within 14 days of your initial request to us, we may honor subsequent debits from the person or company against your Account. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**(m) Unauthorized ACH Debit/Authorization Revoked** - You may request reimbursement for unauthorized or previously revoked ACH debits as governed by the terms of the *Written Statement of Unauthorized Debit*. The request shall be conclusively deemed to have been received too late to be effective if the Credit Union has certified, paid, irrevocably settled for or become accountable for the amount of the item/ACH debit as provided by law.

The request is not effective for 24 hours after receipt by us and is not binding unless all information supplied by you is correct. In no event shall we be liable for paying an item/ACH debit on the same date the request is received by the Credit Union. We must receive a request to stop an ACH debit attempt at least 3 business days prior to the date of debit.

Where the stop payment order applies to more than one debit entry, the order will remain in effect until all such entries have been stopped. Exception: If placed as a One-Time Stop Payment on a specific dollar amount the expiration date will be set after one payment cycle. You agree that if you fail to renew this request before it is expired, you shall be responsible for payment of the item/ACH debit.

No withdrawal or cancellation of the request shall be valid unless submitted in writing and processed by the Credit Union.

Your account will be charged a processing fee in accordance with the Credit Union's schedule of fees now in effect. You agree to reimburse Andrews Federal Credit Union for any amount of money credited to you plus any costs and losses incurred by us as a result of making the *Written Statement of Unauthorized Debit*, if it is found that you have made any material mistakes or misrepresentations in this statement.

**(n) Notice of Varying Amount of Preauthorized Payments** - If preauthorized payments to persons or companies vary in amount, the person or company you are going to pay will tell you 10 days before each payment when it will be scheduled and how much it will be. You may choose instead with the person or company receiving the payment that you will get this notice only when the payment would differ by more than a certain amount from a

previous payment, or when the amount would fall outside certain limits that you set.

**(o) No Stop Payment on Card Transactions** - You do not have the right to stop payment on any sales draft or cash withdrawal slip originated by the use of your Card; the use of your Card to make purchases or obtain cash results in an immediate withdrawal of funds from your Account.

**(p) Our Liability** - If we do not complete a Transaction to or from your Account in time, or in the correct amount according to this *EFT Agreement*, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will NOT be liable for:

- If, through no fault of ours, you do not have enough money in your Account to make the Transaction;
- If the Transaction would go over the credit limit on your overdraft line of credit;
- If the ATM where you are making the Transaction does not have enough cash;
- If the ATM, POS terminal or Automated Phone Service was not working properly and you knew about the breakdown when you started the Transaction;
- If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken;
- If you have not properly followed instructions for operation of the ATM, POS terminal or Automated Phone Service;
- If the funds in your Account are subject to legal process or similar encumbrance;
- If the Transaction would exceed one of the established limits contained in this *EFT Agreement* or in Andrews Federal's *Share Account Agreement* or other Account disclosures that have been provided to you.

**(q) Account Information** - We will disclose information to third parties about your Account or the Transactions that you make as follows:

- When it is necessary for completing Transactions;
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency;
- As permitted by applicable state law, including the Maryland Confidential Financial Records Act;
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act;
- As described in the *Privacy Notice* we give you from time to time;
- To our affiliates; and
- When you authorize us to do so.

**(r) In Case of Errors or Questions About Your Electronic Transfers -** Telephone us at 301.702.5500 or 800.487.5500 between 8:00 am and 7:00 pm EST, Monday through Friday or write to us at:

Andrews Federal Credit Union  
Attn: EFT Services  
P.O. Box 4000  
Clinton, MD 20735-8000

as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a Transaction 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 Transaction you are unsure about, and explain as clearly as you can why you need more information;
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and we will promptly correct any errors. However, if we need more time, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will recredit your Account, for the disputed amount, within 10 business days after hearing from you so that you will have use of the money during the time that 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 choose not to recredit 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 of completing our investigation. If we decide that there was no error, we will send you a written explanation. If provisional credit was given, we will debit that amount from your Account or will otherwise hold you liable for repayment. You may ask for copies of the documents that we used in our investigation.

### **(s) Use of ATMs and Night Deposit Facilities**

When using ATMs, you should:

1. Be aware of your surroundings when using an ATM, particularly during the hours of darkness;
2. Be accompanied by another person when using an ATM during the hours of darkness;
3. Refrain from displaying cash. Place cash in a pocket as soon as the Transaction is completed, and count cash in the safety of a locked enclosure such as a car or home;
4. Use another ATM or return at a later time if anything suspicious is noticed;

5. Cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed when using an ATM; and
6. Immediately report all crimes to us or to the operator of the ATM and to local law enforcement officials.
7. Similar precautions should be followed when using a night deposit facility.

[www.andrewsfcu.org](http://www.andrewsfcu.org)

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