

# TERMS & CONDITIONS



Andrews Federal Credit Union ("Andrews Federal," "Credit Union" has been a member-owned financial institution since 1948, and we pride ourselves on being a world class financial institution that serves our global membership throughout their lifetime. Welcome! We are pleased that you have chosen Andrews Federal, and look forward to being your financial partner and helping you realize your financial dreams.

The terms and conditions described in this document, unless otherwise noted, apply to all consumer (i.e., primarily for personal and household use) accounts opened at Andrews Federal.

## 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 email 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.

## OUR POLICIES MAY CHANGE: Amendments

From time to time, and as it becomes necessary when business needs change or as the law requires, we will update our policies and disclosures. We will provide prior notice of changes to you as required by law; otherwise all updated documents and disclosures are posted to the Terms and Conditions section of our website at [www.andrewsfcu.org](http://www.andrewsfcu.org).

## YOUR PRIVACY

Andrews Federal values your trust and respects your privacy. We know that keeping your nonpublic personal information secure is an important responsibility you have entrusted in us. Please refer to our Privacy Policy, available on our website, for more details.

## IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT

Federal Law requires all financial institutions to help the government fight the funding of terrorism and money laundering activities by obtaining, verifying and recording information that identifies each person who opens an account.

To comply, we ask for your name, address, date of birth and other information that will allow us to identify you when you open an account. We will ask to see your driver's license or other identifying documents.

Your membership with Andrews Federal Credit Union is conditional pending our verification of your identity pursuant to Section 326 of the USA Patriot Act within 30 days of opening your account. If we cannot verify your identity, your account will be closed and you will not become a member of Andrews Federal Credit Union.

## 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" or "accounts") with 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, Privacy Policy, Expedited Funds Availability Disclosure, Electronic Funds Transfer Agreement and Disclosures, Truth in Savings Disclosure, and 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, also apply to your account.

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

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“Order(s).” Funds (whether by cash, check, draft, other order, other item, or other deposit request) added to your account by any of these methods or by 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.

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 ACCOUNTS

**1. Members and Accounts:** Each account must be owned or maintained for the benefit of at least one member 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 owner 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 the primary member for that account. As detailed in the section on “Statements,” periodic statements 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 laws 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 require specific endorsements, such as on a Deposit made through our Mobile application, and may not accept said Deposit without this endorsement. 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 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 except as is allowed at our overseas branch locations. 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.

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**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 available 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 available 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, such as a non-sufficient funds ('NSF') fee each time an item is presented for payment and returned unpaid due to insufficient available funds or a Privilege Pay or Visa Check Card Overdraft fee for overdrafts, 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 an available balance in your account insufficient to pay other Orders that could have been paid. If we reasonably believe that any Order represents unusual activity in 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.

## **Your Checking Account Balance**

"Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction, but the transaction is paid under either an optional overdraft protection plan or the Privilege Pay Program, which results in a negative "overdrawn" balance exceeding our Privilege Pay grace amount. Specifically, Privilege Pay charges will not be charged against any account until the account has exceeded a \$12.00 negative share available balance (the grace amount).

Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account via online or mobile banking ("Digital Banking"), at a Credit Union owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered available for transactions on your account. The actual balance is also referred to as: your "current balance" on: (a) Credit Union ATM screens; (b) in Digital Banking; and (c) when you use our Automated Phone Service. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending, while pending deposits that are subject to holds under our Funds Availability Policy will be reflected in the actual balance even though they are not yet "available." While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you have an actual balance of \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending Check Card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your Check Card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization

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in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and reduce your actual balance by the amount of the posted transaction.

We use your available balance at the time a transaction posts to determine whether your account is overdrawn. For Check Card transactions involving merchant authorization holds, in making this determination, we check your available balance at two separate times—first, at the time a merchant authorization request is received, and second, when the transaction “settles” and posts to your account. If your available balance is insufficient to pay the preauthorization amount requested by a merchant, we will decline the request. If your available balance is sufficient to cover a merchant’s authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant’s authorization request. If the transaction later “settles” and posts to your account at a time when the available balance is insufficient to pay the posted transaction without causing the account to have a negative balance exceeding our Privilege Pay grace amount (negative available balance exceeding \$12), we will charge a Privilege Pay Fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized.

The following example illustrates how this works:

Assume your actual and available balance are both \$50, and you use your Check Card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your actual balance would remain \$50. Before the restaurant charge is sent to us for payment, a check that you wrote for \$45 clears. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$15, even though your actual balance is \$50. In this case, if we pay the \$45 check under the Privilege Pay Program, we will charge you a Privilege Pay Fee as disclosed in our Schedule of Fees, which will be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$20 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge exceeded your available balance at the time the restaurant charge “settled” (i.e., posted to your account), we will charge you a Privilege Pay Fee as disclosed in our Schedule of Fees, even though the restaurant transaction was authorized and approved with a sufficient available balance.

**YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** This is because we check your available balance at two separate times as explained above, in addition to the fact that your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

Also, your available balance may not reflect all of your Check Card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time Check Card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of Check Card transactions, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled “Authorization Holds for Check Card Transactions” below for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to our Funds Availability Policy for information regarding the availability for withdrawal of your deposits. You should not assume that you can avoid overdrawing your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal.

## **Authorization Holds for Check Card Transactions**

When you use your Check Card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your Check Card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from

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your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your Check Card is swiped before your actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of Check Card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

## **Limits on Withdrawals and Transfers**

We reserve the right to impose limits on the type, dollar amount, and/or frequency of withdrawals and transfers that may be made from your account(s). If we do impose such a limit, we will indicate such limit(s) within the applicable section of the Truth in Savings disclosure and/or at the time of your requested withdrawal or transfer. We have no duty to honor withdrawals or transfers beyond any limits we may impose. If, within our sole discretion, we honor withdrawals or transfers that are beyond any imposed limits, we may also impose excess transaction fees as described in our Schedule of Fees. Notwithstanding any other provision, we may at any time require you to give written notice of an intention to withdraw or transfer funds from your account not less than seven (7) days and up to sixty (60) days prior to withdrawal.

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 re-credit 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 re-credit 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.



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## **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 re-credit 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 and Money Orders:** Official checks and money orders 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 it payable to the person you indicate (for example, to car dealer when you are purchasing a car). Official checks and money orders are treated under the law as the equivalent of cash. Because these instruments 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 these items. If an official check or money order 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 or money order 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.

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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/Access Code ("AC"), as applicable, to us. Your PIN/AC 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. Fed Wire, the funds transfer system owned and operated by the Federal Reserve Banks, may be used to affect 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 Fed Wire and ACH. We also may use Western Union. Maryland law applies to wire transfer requests, except as New Jersey law applies to requests for accounts opened in New Jersey, District of Columbia law applies to requests for accounts opened in the District of Columbia, and Virginia law applies to requests for accounts opened in Virginia. ACH transactions are governed by the National Automated Clearing House Association (NACHA) Rules and all Federal Regulations that apply.

You agree that requests for wire transfers of funds from your accounts that we receive after 3:00 PM EST 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 that we are open.

We may 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 dividends with respect to any electronic funds transfer, you and we agree that the dividend 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.

The Office of Foreign Asset Control (OFAC), has determined that all ACH and wire transactions domestic and international

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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 or wire 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. Account Servicing and Collection Contacts:** You agree that we may try to contact you about your account in writing, by e-mail, or using prerecorded/ artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide to us, even if the telephone number is a cell phone number or the contact results in a charge to you. Calls may contain marketing information about products and services offered to me by Andrews FCU, or may be to service my account, or collect any amounts I owe. Such contact may include contact from companies working on our behalf to service your accounts.

**12. 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.

**13. 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 the item 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 must send written notification with your complete name, street location address, 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 within 30 days of receipt of notice of a dispute.



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**14. 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.

**15. 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).

**16. 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.

**17. 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.

**18. 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.

**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

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accounts opened in the District of Columbia, the District of Columbia Multiple-Person Accounts law, for accounts opened in Virginia, the Virginia Multiple-Party 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, Maryland Uniform Transfer to Minors Act (MUTMA) custodian, Virginia Uniform Transform to Minors Act (VUTMA), DC Uniform Transfers to Minors Act (DCUTMA), New Jersey Uniform Transfer to Minors Act (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, VUTMA, DCUTMA, NJUGMA or NJUTMA minor, person under disability, trust/beneficiary or estate/decedent named on the account. 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 identified UTMA custodian’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, VUTMA, DCUTMA, 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):** In addition to the custodial minor arrangements offered under the UTMA, Andrews also offers non-custodial minor accounts. This 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. We may require that the joint owner sign an

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indemnification form, holding us harmless from acting on the instructions of the minor as they relate to payments from the account (by any means allowed by us, at 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. Once the minor reaches the age of majority, we may no longer consider the account as a minor account.

**(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

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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.

**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/Dormant Accounts:** If you have not had any activity in your account for a period of 12 months, we will consider your account Inactive, and your Base Share Savings account will be subject to an Inactivity fee as described in our Schedule of Fees. If, after 18 months, there continues to be no activity in your account, we will consider your account Dormant; accessing your account once it has entered a Dormant status may require us to take extra precautions in verifying your identity and authority over the account. Account activity is considered as deposits, withdrawals, transfers, payment of Orders, loan payments, and loan advances; payments of dividends or accrual of interest do not count as account activity. 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 (as defined by law) 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 and reporting agencies; 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, negative balances, fraudulent transactions 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

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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. Denial of Services:** In order to maintain your full use and access to all of Andrews Federal's products and services, you must continue to be a "member in good standing." A "member in good standing" is a member who:

- Maintains at least the par share value in his/her base share savings account;
- Is not delinquent on any Andrews Federal loan;
- Has not had any account closed due to abuse or negligent behavior;
- Has not been belligerent or abusive to any duly elected or appointed official or employee when the employee is carrying out their duties, the rules and regulations, the charter, and bylaws of this Credit Union; and
- Has not caused a financial loss to the Credit Union.
- Any member determined to NOT be a "member in good standing," at our sole discretion, is subject to a limitation or denial of services, up to and including barring access to our premises or personal contact with our employees. If applicable, you will be notified as to the types of limitations being applied against your account. Regardless of the type of restrictions placed, you will still retain the right to maintain a base share savings account and the rights to attend, participate, and vote at the Credit Union's annual or special meetings of its members.

Safety is of utmost concern for Andrews Federal – the safety of our premises, our members, employees, volunteers, and vendors. As such, any threat to the safety of any person or premise will not be tolerated. In addition to any actions taken to restrict your account, we reserve the right to take additional measures if we determine in our sole discretion that it is warranted – such as contacting security or law enforcement and pursuing legal actions such as filing a lawsuit or protective order.

**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 accounts opened in Virginia, 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 Virginia. 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. Binding Arbitration and Class Action Waiver:** RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes:** Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

**Disputes Covered by Arbitration:** Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims".

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims



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court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

**No Class Action or Joinder of Parties:** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASSWIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Right to Reject this Resolution of Disputes by Arbitration provision:** You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the opening of your account or the mailing of this notice, whichever is sooner. To opt out, send us written notice at the following address:

**Andrews Federal Credit Union ATTN: Legal Department  
P.O. Box 4000  
Clinton, MD 20735-8000**

Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**The Arbitration Proceeding:** The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association (AAA) or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

**Costs:** The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved:** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Severability, Survival:** These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**Applicability:** Arbitration will not apply to Your Account as long as You are an active duty Service Member.

**32. 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 shares exceed the member's total primary and contingent liability to Andrews Federal. No member

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or authorized signer 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 dividends on the amount of your refund if your account is a dividend 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 dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including dividends 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 checks: the check number, the name of the person to whom you wrote the check and the amount of the check.

## C. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

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

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deposit/withdrawal slips or checks. In other words, a movement of funds that does not use a paper document.

As used throughout this EFT Agreement, the terms “you” and “your” mean each person who applies for a Card, Online or Mobile Banking access, or the Automated Phone Service and all account owners if the accounts are joint accounts, held jointly and severally. The terms “we,” “our,” “us,” and “Andrews Federal” refer to Andrews Federal Credit Union. The word “Card” means the Visa® Debit Card (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 at any place that honors Visa® cards for Transactions. The word “PIN” means your Personal Identification Number for your Card and the word “AC” means your Access Code (username/password) for Digital Banking Services (“Digital Banking” includes our suite of electronic banking services, including Online Banking, Mobile Banking, and Bill Pay) or your login credentials for the Automated Phone Service (Phone Service). The word “PIN/AC” refers to your PIN and/or AC, 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, Digital Banking Services, or the Phone Service. The word “Transaction” means an electronic funds transaction. These Transactions are performed through the use of ATMs, POS terminals, Digital Banking Services, the Automated Phone Service, the Automated Clearing House (ACH) 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/AC or by using your Card and/or your PIN/AC 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. The Visa® Debit Card (Check Card) 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 limitations described in 18(h), to purchase goods and services and to receive cash advances from your checking account. Check Cards are NOT credit cards.

You acknowledge that any Card issued by us 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 internet 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 Agreement 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) Digital Banking Services, Automated Phone Services and AC Choice**

**(a) Digital Banking Services and AC Choice:** Digital Banking, which includes online banking, mobile banking, and online bill pay, requires entry of your AC and account number to conduct Transactions as described in 19(e). Upon your enrollment in Digital Banking and your first access to the Services, you are responsible for establishing a Username and Password (collectively, your AC) unique to you and that only you will know. We will have no record of your new AC. While you may (and should) have separate ACs between the Digital Banking Services and the Automated Phone Service, you will only have one AC per Service (i.e. the AC will be the same for each person who has access to the Account via the Service, and a change in the AC by any one of you will change the AC for all of you). You agree that use of your account number and AC 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 Digital Banking Services and any limitations are described in 19(e) and they are binding on you, even if the Electronic Funds Transfer Disclosures do not otherwise apply to you. All Digital Banking Service Transactions, unless otherwise noted for you in the Service, will be posted to your Account(s) as of the time you request it and receive confirmation of such Transaction.

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Check deposits made through the Digital Banking Services, such as through our Mobile Deposit, are subject to the terms of our Digital Banking Agreement.

**(b) Automated Phone Service and AC Choice:** Automated Phone Service is an electronic voice-response system. You may access it through a touch-tone telephone and enter your AC and account number(s) to conduct Transactions as described in 19(e). After your first access to the Phone Service with your initial AC, you are responsible for choosing a new AC and we will have no record of that new AC. The AC will be the same for each person who has access to the account and a change in the AC by any one of you will change the AC for all of you. You agree that use of your account number and AC 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 the Phone Service and any limitations are described in 19(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, unless otherwise noted for you in the Service, will be posted to your Account(s) as of the time you request it and receive confirmation of such Transaction.

For information on the posting of ATM Deposit Transactions, see Andrews Federal's Funds Availability 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/AC is required, you cannot make Transactions without the entry of your correct PIN/AC. 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/AC and Card Protection:** You will hold your PIN/AC in strict confidence. You will not write your PIN on your Card, or on any paper you carry with the Card or on any paper with your Account number(s). You will not write your AC(s) 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/AC and your Card as you would cash, credit cards or checks – your PIN/AC and/or your Card are the “keys” with which someone can access your Accounts.

**5) Overdraft Services:** Your Check Card Transactions (one-time purchases) will not be covered under the credit union's overdraft protection program (Privilege Pay) or other optional overdraft protection services unless you have authorized us to provide this coverage. Transactions made with your Check Card will not be authorized if there are insufficient funds available in your account at the time the transaction request is received if you have not “Opted In” to overdraft protection services coverage. The Credit Union does not offer overdraft coverage of ATM transactions. Before deciding whether to opt in for this coverage, you should read our Privilege Pay disclosure in conjunction with these Terms and Conditions.

**6) NSF Fees:** You understand and agree that a merchant or other entity may make multiple attempts to re-submit a returned unpaid item for payment. Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item (e.g., checks, electronic fund transfers and payments that you initiate through the Credit Union's Digital Banking or Bill Payment services). Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

**7) Loss or Theft:** You will notify us immediately of the loss or theft of your Card and/or PIN/AC. You must contact us to request a replacement card. If you recover your Card or PIN/AC after you have notified us, you will not use the recovered Card or PIN/AC and will instead only use the replacements issued.

**8) 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.

**9) Responsibility:** You are responsible for all Transactions made by anyone on your account(s) with your AC 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/AC or to notify you if unusual activity occurs.

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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 that access device immediately upon receipt of your new Card and PIN, if applicable.

**10) 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 "Funds Availability Policy", or for Mobile Deposits, the Digital Banking Agreement for details). You agree that our verifications of deposit will be final.

**11) 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.

**12) 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.

**13) Termination and Amendment:** We may terminate your right to make Transactions or cancel this EFT Agreement at any time. We may give notice of termination or cancellation, but we are not obligated to do so. Your Card and/or PIN/ AC 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/ AC, Card, Digital Banking Services 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 AC, Digital Banking Services and Automated Phone Service 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/AC after the effective date of the change will acknowledge your acceptance of that change.

**14) System Malfunction:** You will not attempt to make a Transaction when the Automated Phone Service, Digital Banking Services or 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.

**15) Foreign Transactions:** 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.

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

**17) Servicing and Collection Contacts:** You agree that we may try to contact you in writing, by e-mail, or using prerecorded /artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. Such contact may include contact from companies working on our behalf to service your accounts.

**18) 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 accounts opened in Virginia, this EFT Agreement is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of Virginia. For all other accounts, this Agreement is governed by federal law and, to the extent not



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inconsistent with federal law, the internal laws of Maryland.

**19) Electronic Funds Transfer Disclosures:** Unless specifically provided otherwise in the next sentence, the disclosures of this paragraph 19, 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 the Consumer Financial Protection Bureau’s Regulation E (Part 1005), made by a natural person whose accounts were established for personal, family or household purposes. Paragraphs 19 (b), (c), (d), (e), (f), (g), (h), (n) and (p) apply to all users.

**(a) Member Liability:** Notify us AT ONCE if you believe that your Card and/or PIN/AC 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 and/or Privilege Pay limit). If a transaction was made with your Card or Card number without your permission and was a Visa® transaction, you will have no liability for the transaction unless you were negligent or fraudulent in the handling of your account or Card or PIN/AC. For all other EFT Transactions, if you were negligent in the handling of your account or Card or Access Code, your liability for an unauthorized transaction is determined as follows: If you tell us within 2 business days of the loss/theft, you can lose no more than \$50 if someone used your Card and/or PIN/AC 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/AC, and we can prove we could have stopped someone from using your Card and/or PIN/AC 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/AC 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 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/ACs, 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 require that all verbal notices be followed up in writing.

**(b) Address and Telephone Number:** If you believe your Check Card and/or PIN/AC 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/ AC has been lost or stolen, or if you believe that someone has transferred or may transfer money from your Account without your permission, call us at 301.702.5500, or 800.487.5500 or outside the U.S. 00800.487.56267. You may call this number 24 hours a day, 7 days a week.

**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 19(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 considered business days.

**(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).

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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 Visa® CHECK CARD to:

- Pay for purchases directly from your Andrews Federal checking account wherever you see the Visa® symbol displayed (Visa® Purchases, i.e. one time Check Card purchases);
- Withdraw cash from your Andrews Federal checking account, via a cash advance from a participating Visa® financial institution.
- Make purchases online via a computer or mobile device.
- Pay bills and other recurring debits.

Your Check Card CANNOT be used for any illegal transactions to include illegal internet gambling. Your Check Card CANNOT be used for Visa® Purchases until you confirm that you have received the Card and request that it be activated, by calling 800.527.7728. For outside the US, 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 and Digital Banking Services Account Access and Limitations:** You may use your AC and Account number(s) to:

- 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 balance and transaction inquiries on 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;
- 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;
- Make payments to third parties via check withdrawals or electronic payments via Bill pay (Digital Banking Services only);
- View year to date dividend, loan interest, and other tax related account information (Digital Banking Services only);
- Change your account address, email address, or phone numbers (Digital Banking Services only);
- Transfer funds to/from your Andrews account to/from your outside bank account (Digital Banking Services only);
- Request Euro Bill Payment transfers (Digital Banking Services only);
- Make check deposits using Mobile Deposit (Digital Banking Services only)

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 or Digital Banking Services as long as you stay within the collected funds for the account. Andrews Federal, in accordance with Federal Reserve Board Regulation D, permits six (6) total telephone, online 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 or Digital Banking Services.

**(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 opened your account and which is available at any time at <https://www.andrewsfcu.org/Learn/Resources/Account-Fees>. 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 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). Visa® Purchase

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transactions are limited to 25 per business 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 US Dollars, the limitations described in this schedule will be in US 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 annually.

**(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 reporting a lost PIN/TAC or the number appearing on the periodic statement under "Direct Inquiries To" in order to find out whether or not the deposit was made. You may also review your transaction history in Online Banking to determine if 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 reporting a lost PIN/TAC 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 charge for each stop payment order you give us is listed in our Schedule of Fees. 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) 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.

**(n) Information Updating Service and Authorizations:** If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced, your account information (such as Card number or expiration date) changes, or your account is closed. However, if your Card is replaced or your Account information changes, you authorize us, without obligation on our part, to provide the updated account information to the merchant in order to permit the merchant to bill recurring charges to your Card. You authorize us to apply such recurring charges to your Card until you notify us that you have revoked authorization for the charges to your Card.

Your Card is automatically enrolled in an information updating service. Through this service, your updated account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated account information to a merchant, please contact us.

**(o) Preauthorized Charges:** We may suspend preauthorized recurring charges with merchants if, for example, your Card is lost or stolen. You default, or we change your account for any reason. If preauthorized recurring charges are suspended, you are responsible for making direct payment for such charges until you contact the merchant to reinstate recurring charges.

# TERMS & CONDITIONS



**(p) 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 debit of funds against your account.

**(q) 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 Terms and Conditions disclosure or other account disclosures that have been provided to you.

**(r) 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.

**(s) In Case of Errors or Questions about Your Electronic Transfers.**

Telephone us at 301.702.5500 or 800.487.5500 or write to us at:

**Andrews Federal Credit Union Attn: Card Support 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.

Tell us your name and account number;

Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you need more information; 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 provisionally credit 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 provisionally credit your account.

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

# TERMS & CONDITIONS



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 but no error was found, we will debit the provisional 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.

## **(t) Use of ATMs and Night Deposit Facilities.**

When using ATMs, you should:

- Be aware of your surroundings when using an ATM, particularly during the hours of darkness;
- Be accompanied by another person when using an ATM during the hours of darkness;
- Review the machine before inserting or swiping your card to determine if it is in working order and to identify if any machine components (like the card swipe) have been tampered with;
- Refrain from displaying cash. Place cash in a pocket or purse as soon as the Transaction is completed, and count cash in the safety of a locked enclosure such as a car or home;
- Use another ATM or return at a later time if anything suspicious is noticed;
- Cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed when using an ATM; and
- Immediately report all crimes to us or to the operator of the ATM and to local law enforcement officials.
- Similar precautions should be followed when using a night deposit facility.