efcu FINANCIAL
FEDERAL CREDIT UNION

TRUTH IN SAVINGS DISCLOSURE
RATE SCHEDULE

The rates, fees, and terms applicable to your account at the Credit Union are as provided in this Rate Schedule And Truth in Savings Disclosure.

RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum balance to avoid a service fee	Minimum balance to earn the stated APY	Balance Method	See "Minimum Balance Requirements" below
Regular Share Account Level Up Jr. Savings	.10% / .10% .10% / .10%	Monthly	Monthly	Monthly (calendar)	$5.00	--	--	Balanced Daily	Account transfer limitations apply
Special Savings	.10% / .10%	Monthly	Monthly	Monthly (calendar)	--	--	--	Balanced Daily	Account transfer limitations apply
Mastercard Savings	.10% / .10%	Monthly	Monthly	Monthly (calendar)	--	--	--	Balanced Daily	Account transfer limitations apply
Platinum Money Market $0 - $2,499.99 $2,500.00 - $49,999.99 $50,000.00 or greater	0% / 0% 1.00% / 1.00% 3.50% / 3.56%	Monthly	Monthly	Monthly (calendar)	--	--	$2,500.00	Balanced Daily	Account transfer limitations apply
IRA Flex Savings	3.00% / 3.04%	Monthly	Monthly	Monthly (calendar)	--	--	--	Balanced Daily	Account transfer limitations apply
HSA Checking $0.00 - $4,999.99 $5,000.00 - $9,999.99 $10,000.00 or greater	.10% / .10% .15% / .15% .20% / .20%	Monthly	Monthly	Monthly (calendar)	--	--	--	Balanced Daily	Account transfer limitations apply
Classic Checking Level Up Checking Opportunity Checking	-- -- --	-- -- --	-- -- --	-- -- --	-- -- --	-- -- --	-- -- --	-- -- --	-- -- --
Rewards Checking Qualified $0.00 - $10,000.00 $10,000.01 or greater	5.00% / 5.12% .50% / 5.12% -	Monthly	Monthly	Monthly (calendar)	--	--	--	Balanced Daily	--
Rewards Checking Non-Qualified	1.80% 0.05% / .05%	Monthly	Monthly	Monthly (calendar)	--	--	--	Balanced Daily	--
Cash Back Checking	--	--	--	--	--	--	--	--	--

Your account is non-transferable / non negotiable. Your account is subject to the Universal Account Agreement. Unless specifically stated otherwise, the following disclosures apply to all accounts.

Account Fees

You agree to pay certain Account fees in accordance with this truth in Savings Disclosure and the Fee Schedule. Please refer to the fee schedule for current fee information. The Credit Union may charge a fee and/or stop paying dividends on dormant and in active Accounts. You agree that the Rate Schedule and Truth in Savings Disclosures and the Fee Schedule may be amended from time to time by our Board of Directors. If you have any questions regarding current rate and fee information, please call the Credit Union.

Dividends

The Account Dividend Rates and the corresponding Annual Percentage Yields (APY) disclosed above are subject to change at any time as determined by the Credit Unions Board of Directors. The above Dividend Rates and yields are as of as the last dividend declaration date. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

The Platinum Money Market, HSA Checking and Rewards Checking Accounts are Tiered Rate Accounts. The balance ranges for Dividend Rates and the corresponding APY applied to each tier are as above listed. For Platinum Money Market and HSA Checking Accounts, once a particular dividend range is met, the dividend rate and APY for that range will apply to the entire account balance. For "Qualified" Rewards Checking accounts, the dividend rates, APY and range of balances listed above will apply to your account if you meet the minimum service requirements during the qualification cycle. Each rate will only apply to that portion of the account balance within each range. If you do not meet the minimum service requirements for the qualification period, the dividend rate and APY yield will be as listed in the "Non- Qualified" Rewards Checking accounts and same will apply to the entire balance of the account. The minimum service requirements include the following: (a) you must have twelve (12) debit card purchases; (b) you are enrolled in online banking and receive e-statements; and (c) you have at least one direct deposit or automatic payment (ACH). Transactions must post and settle to your Rewards Checking account during the monthly qualification cycle (they may not be in a pending state. When you meet all of the minimum service requirements for the qualification cycle, a maximum of $10.00 in ATM fees incurred during the qualification cycle at an ATM not owned by us will be refunded to you, up to a maximum of $4.99 per transaction.. The qualification cycle is the period beginning one day prior to the current calendar month (statement cycle) and ending one day prior to the close of the current calendar month (statement cycle).

Cash Back Checking

If account qualifications are met, you will receive 3% cash back rewards on purchases up to $250.00 dollars. The maximum cash back during any statement cycle is $7.50 dollars. Account qualifications: during each statement cycle, the following service requirements must be met: conduct twelve (12) debit card transactions, conduct one (1) ACH (debit or credit), and enrollment in e-statements. When you meet all of the minimum service requirements for the qualification cycle, a maximum of $10.00 in ATM fees incurred during the qualification cycle at an ATM not owned by us will be refunded to you, up to a maximum of $4.99 per transaction.

Minimum Balance Requirements

Minimum balance requirements are set forth above. The Par value of a regular share in this Credit Union is $5.00 You must maintain a balance of $5.00 in your Share Account to be considered a member in good standing. If the Minimum Daily balances are not met during each day of the dividend period, there will be a service charge as stated on the Fee Schedule and you will not earn the stated Annual Percentage Yield.

Transaction Limitations

IRA and HSA Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or tax advisor for more information. For Opportunity Checking Accounts, paper check writing is not allowed. If paper checks clear your account, the account may be closed. Mastercard Savings Accounts may only be used as security for Secured EFCU Mastercards. Deposits and withdrawals are only allowed for credit limit increases and decreases. We may not immediately release funds in this account when your Secured Mastercard is closed. Except for Checking account(s), you may not make more than (6) withdrawals or transfers to another Credit Union Account of yours to a third party by means of pre-authorized or automatic transfers or telephonic order or instruction during any statement period. If you exceed the transfer limitations set forth above in any statement period, your account may be closed by us or subject to any excess withdrawal fees implemented by our Board of Directors or the Credit Union may refuse to honor any additional item presented for payment which exceeds the transaction limitations and return the excess items unpaid and marked "Refer to Maker."

Courtesy Pay

For items and conditions related to our Courtesy Pay Program, please refer to our Courtesy Pay Policy.

Level Up Checking

EFCU Financial membership eligibility required.Must be 13-22 years of age to qualify. Minors must have a parent or guardian as joint accountholder on the Level Up account. Highest attainable grade on the report card pertains to each individual semester-end report card grading scale (including A or highest-grade equivalent to an A). Any EFCU Financial minor account can earn $5.00 per A/highest-grade equivalent to an A; and, $10.00 per A/ highest-grade equivalent to an A for Level Up checking with a debit card. Copy of official semester-end report card required. Report card must be in youth accountholder's name, school name, and date or year to qualify for rewards. Grades may be submitted for the current school year until the following school year begins. Report cards are accepted for either of the major semesters, such as May-end and December-end, or terms, such as spring or fall terms. Grade payouts exclude college students. The one-time $25.00 deposit will be paid after the Level Up account has been opened for 30 days. Existing accounts with a primary accountholder age 13-22 may convert to the Level Up Checking account but are ineligible for the one-time $25.00 opening deposit. Courtesy Pay is not permitted on Level Up Checking accounts; using a credit card or savings account as overdraft protection is permitted at the parent/guardian's request.

Level Up Jr. Savings

EFCU Financial membership eligibility required. Must be 0-12 years of age to qualify. Minors must have a parent or guardian as joint accountholder on the Level Up Jr. Savings account. This account acts as a regular share account and cannot be opened in addition to another regular share account. The Level Up Jr. Savings account will convert to a Regular Share account when the primary accountholder reaches the age of 13. There is no excessive withdrawal fees associated with this account. Highest attainable grade on the report card pertains to each individual semester-end report card grading scale (including A or highest-grade equivalent to an A). Any EFCU Financial minor account can earn $5.00 per A/highest-grade equivalent to an A; and $10.00 per A/highest-grade equivalent to an A for Level Up checking with a debit card. Copy of official semester-end report card required. Report card must be in youth accountholder's name, school name, and date or year to qualify for rewards. Grades may be submitted for the current school year until the following school year begins. Report cards are accepted for either of the major semesters, such as May-end and December-end, or terms, such as spring or fall terms. The one-time $25.00 deposit will be paid after the Level Up account has been opened for 30 days. Existing accounts with a primary accountholder age 0-12 may convert to the Level Up Jr. Savings account but are ineligible for the one-time $25.00 opening deposit.

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Member Fee Schedule

Effective November 7, 2025

SHARE/SAVINGS ACCOUNT FEES

Dormant/Inactive Account, per month $5.00
(No activity for 18 months, balance less than $100, no other services being used, and over 18 years of age)

Non-Sufficient Funds (NSF) Returned,
per presentment (ACH debit) $25.00

Platinum Money Market Savings,
First 3 withdrawals per month ..... FREE
More than 3 withdrawals per calendar month, per transaction $25.00

Share Account Withdrawal,
First 4 withdrawals per calendar month ..... FREE
More than 4 per calendar month, per transaction $2.00

ATM FEES

ATM Transactions at EFCU-Owned w/ EFCU Cards ..... FREE

International Transaction, per transaction 1.00%

Overdraft by ATM Withdrawal, per item $25.00

SHARE DRAFT/CHECKING ACCOUNT FEES

Check Printing (Depends on style selected) ..... Varies

Debit Card International Transaction, per transaction 1.00%

Debit / ATM Card Replacement, per card $5.00

Deposited Item Return, per item $10.00

Non-Sufficient Funds (NSF) Returned,
per presentment (Check or ACH debit) $25.00

Overdraft Paid,
per presentment (Check, Debit Card, or ACH debit) $25.00

Service Charge
Rewards Checking, per month ..... FREE
Classic Checking, per month ..... FREE
Opportunity Checking, per month $5.00

Stop Payments
Order Placed, per order $5.00

SAFE DEPOSIT BOX FEES

Annual Box Rental Fees
3 x 5, per box $15.00
5 x 5, per box $25.00
3 x 10, per box $30.00
5 x 10, per box $45.00
10 x 10, per box $75.00

Drilling Fee & Replacement Lock (loss of key) $200.00

OTHER FEES

Phone/Web Payment by ACH, per payment $4.95

Phone/Web Payment by Debit Card, per payment $4.95

Cashier's Check, per check $5.00
(No fee if payable to the member)

Cashier's Check Stop Payment, per check $25.00

Check Cashing, per check $5.00
*(**NO FEE IF:** Combined savings and loan balances are at least $1,000; under 18 years of age; or cashing any check drawn against an EFCU member's account)*

Credit Card International Transaction, per transaction 1.00%

Credit Card Returned Payment, per item $25.00

Consumer Loan Extension, per extension $25.00

Dishonored Pre-Authorized Payment / Check Written by Member, per presentment $25.00

Incorrect Address/Returned Mail, per item $5.00

Money Order, per item $2.00

Wire Transfer – Domestic Outgoing, per wire $15.00

Wire Transfer – International Outgoing, per wire $40.00

Wire Transfer Return, per wire $15.00

Universal Account Agreement

This agreement contains the rules, terms and conditions that govern your accounts with EFCU Financial Federal Credit Union. Please read this agreement carefully and keep a copy. Please call us if you have any questions.

Membership

To be eligible for membership in the Credit Unions, you must be an individual or entity qualifying within the Credit Unions field of membership and must purchase and maintain one share ("the membership share") as required by the Credit Unions Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility, and continued eligibility, for the accounts services you request.

Definitions

In this agreement the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa.

The terms defined in this paragraph shall have the following meaning:

- The term "Account" means all accounts and services provided by the Credit Union.
- The term "Account Owner" or "Owner" means any Primary Account Holder and any Joint Owner.
- The term "Agreement" means this Universal Account Agreement, all Signature Cards, and any applicable rate schedules, fee schedules, and disclosures.
- The term "ATM" means the automated teller machine available for your use.
- The term "ATM Card" means the Credit Unions ATM Card and any duplicates and renewals we issue.
- The term "Card" means any ATM Card and/or Debit Card.
- The term "Automated Phone System" means the Credit Unions telephone/audio response system.
- The terms "Credit Union", "CU," "we," "us," and "our" mean EFCU Financial Federal Credit Union.
- The term "Debit Card" means the Credit Unions VISA, MasterCard or other providers debit/check card and any duplicated and renewals we issue.
- The term "Item" means share drafts, deposit drafts, checks, drafts or any other negotiable instrument.
- The term "Home Banking" means the Credit Unions online banking website.
- The term "Joint Owner" means any account owner, including the Primary Account Owner.
- The term "Multiple Owner Account" means any Account owned by more than one Owner.
- The term "PIN" means the personal identification number given to you, which you must use in conjunction with the ATM Card, Debit Card, Automated Phone System or Home Banking.
- The term "Primary Account Holder," "Primary Member," or "Primary Owner" means the person who is admitted as a Credit Union member and whose name appears as "Primary Account Holder" on the signature card.
- The term "Signature Card" means the Account Card(s) you sign to establish accounts with us.
- The term "Statement" means a periodic statement of account or items notifying you of activity in your account.
- The words "you" and "your" shall refer to each person signing the Signature Card.

Agreement

By signing the Signature Card, the person whose name appears in the "Primary Account Holder" field makes application for membership in the Credit Union and to subscribe for at least one share, the value of which shall be determined from the time to time by the Credit Unions Board of Directors. You agree to conform to its bylaws and amendments thereof, copies of which are available to you. You agree this Agreement Governs your use of our accounts and services. There are merged herein all prior and collateral representations, promises, and conditions in connection with the matter hereof. Any representation, promise, or condition not subject to such other items, conditions, rules, policies, and requirements as the Credit Unions Board of Directors may establish from time to time. Changes will be effective on the date that the Board specifies or as otherwise required by law. Your continued use of your Account shall confirm your agreement to any such modification. This Agreement is not transferable as defined in 12 CRF, Part 204.

Backup Withholding and Taxpayer Identification Number (TIN)

Federal Law requires that you provide us with your Taxpayer Identification Number (TIN). For individuals, your TIN is your social security number. This number will be used when reporting dividends you earn on your account(s) to the Internal Revenue Service (IRS). You understand that failure to provide this number will subject dividens and certain other payments paid to you under certain circumstances to backup withholding.

Falsification of your TIN is a violation of federal law. If you have provided us with your TIN, you will be subjected to backup with holding unless:

1.The IRS notifies us that your TIN is incorrect;

2. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and/or dividends on your tax return;

3.You failed to certify to us that you are not subject to backup withholding on your Membership Application; or

4. You failed to certify your TIN on the Membership Application.

Share Requirements

You may withdraw shares only by using methods that have been approved by us, provided that our failure to enforce this provision in any instance shall not be a waiver of your rights to enforce it in the future. If you reduce your balance below the par value of the share, you may be subject to a fee and/or your membership terminated.

Ownership

Single Owner Accounts

A single Owner Account is an Account owned by one member including any individual, corporation, partnership, trust or other organization qualified for Credit Union membership.

Multiple Owner Accounts

All Multiple Owner Accounts are joint Accounts without rights of survivorship. Upon the death of any Joint Owner, the surviving Joint Owner(s) may continue to access the Account and make withdrawals.

Any owner of a Multiple Owner Account is authorized and deemed to be the agent of all Owner(s) and may act for the other Owner(s). The Credit Union may accept orders and instructions from any Owner. Each Owner guarantees the signatures of the other Owners. Any Account Owner may withdraw all funds in the Account, stop payment on items drawn on an Account, transfer, or pledge to the Credit Union all or any part of the shares of any Account with out the consent of the other Account Owner(s)and the Credit Union shall have no duty in such event to notify any other Account Owner(s). Any such pledge shall survive your death and shall be superior to the rights of any other Account Owner(s). The Credit Union reserves the right at any time to require written consent of all Account Owners for a change of ownership or termination of a multiple Owner Account. If any item in a Multiple Owner Account is returned unpaid, an account is overdrawn, or we do not receive final payment on a transaction, each of the Multiple Owner Account owners is jointly and severally liable to the Credit Union of the amount of the returned item, or unpaid amount and any charges, regardless of who created the overdraft, deposited or charged the item, or benefited from the transaction(s). If any Account Owner is indebted to the Credit Union, the Credit Union, may enforce its right against any Account of an Owner or all of the funds in the Multiple Owner Account, regardless of who contributed them. Furthermore, the Credit Union may charge the amount of the negative balance against any other account from which any of the Account Owners is entitled to withdraw money or charge such negative balance as an advance pursuant to any existing loan of any Multiple Account Owner to satisfy the negative condition pursuant to any credit agreement and Multiple Owner Account with the Credit Union.

POD Accounts

A Payable on Death (POD) Account is an instruction to the Credit Union that an Account so designated is payable to the Owner (s) during the account Owners lifetimes, and upon the death of the last account owner, such POD account is payable to any names and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one surviving POD beneficiary are owned jointly by such beneficiaries without rights of survivorship. Any POD designation will apply to any and all subaccounts to which the account card/signature card is directed. Notwithstanding the foregoing, any POD designation will not apply to Individual Retirement Accounts (IRAs), which shall be governed by a separate POD beneficiary designation. Credit Unions shall at no time have any obligation whatsoever to notify any POD beneficiary of the existence of any Account or the vesting of the POD beneficiarys interest in any Account, unless required by law. Upon the death of the last surviving owner, payment to any beneficiary shall be valid and discharge us from any liability for such payment. The death of an Account Owner shall not affect the validity of any statutory or consensual liens created prior to the death of the owner(s).

Accounts for Minors

For all Accounts established by a minor, the Credit Union reserves the right to require the minor account to be a Multiple Owner Account with a Joint Owner who has reached the age of majority under applicable law who shall be jointly and severally liable to the Credit Union for any returned item, Overdraft, or unpaid charges in such account. The Credit Union may make payments

of funds in such account directly to the minor with our regard to his minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any Account owner. The Credit Union shall not change the Account status when the minor reaches the age of majority, unless authorized to do so in writing by any Account Owner.

Uniform Transfers to Minors Accounts

Uniform Transfers to Minors Accounts are Accounts established for a minor by depositing funds as an irrevocable gift to a minor under the Uniform Transfers to Minor Act. An adult individual must be appointed as custodian of the Uniform Transfers to Minors Account. The minor, to whom the gift is made, is the Account Owner and beneficiary of the funds and may access the funds in the account as soon as the minor reaches the age of 22 or such other age as set out by statute. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodians death, legal incapacity, or resignation, the Credit Union may place an administrative hold on the Account until It receives instructions from any persons authorized by law to withdraw funds, such as the successor custodian appointed on the Signature Card or a court order authorizing such withdrawal. The terms of these accounts are deemed to include the provisions of the Uniform Transfers to Minors Act enacted in this State, as amended from time to time.

Sub Accounts

Except for Individual Retirement Accounts, all Accounts, including Certificates Accounts, opened under the Share Account Number will be owned by the same Owner(s).

Account Disputes Between Account Owners

If the Credit Union receives notice of a dispute between Account Owners or receives inconsistent instructions or claims from them, including third party claims alleging an interest in the Account, the Credit Union may suspend or terminate the Account, require all Account Owners agree in writing to a transaction or require a court order to act by filling any legal action (including an interpleader) for a determination of ownership and for resolution of the dispute. You further authorize us to deduct our costs and expenses, including attorneys fees, incurred and involved in filing and pursuing the legal action.

Share Accounts

This Account is Established when application for membership is accepted. The purchase of one share is required to open this account. Voting privileges are extended to the Primary Account Holder of this type of account, and Joint Owners of this type of account are not eligible to vote. Please refer to the Rate Schedule and Truth in Savings Disclosure and Fee Schedule to determine applicable fees for accounts.

Individual Retirement Accounts (IRAs)

Traditional, Roth and Coverdell Education IRA Accounts are available to applicable members. IRA Account provisions are governed by separate document(s) that will be provided at the time you open these types of accounts. Individuals under the age of 59 ½ may be subject to Internal Revenue Service penalties and payment of ordinary income taxes when withdrawing principal and dividends from a Traditional and Roth IRA Account.

Certificate Accounts and IRA Certificate Accounts

Nothing contained in this Agreement shall be construed so as to make the Certificate Account a demand deposit. We reserve the tight to require at least seven (7) days written notice of an intention to withdraw any funds represented by a Certificate. This notice time may increase according to the Bylaws or applicable law. You will receive a receipt for the funds deposited in the Certificate Account you establish with us. The Receipt is merely evidence of your Certificate Account with us and is non-negotiable and non-transferable. Certificate Accounts may not be pledged, transferred or assigned to any party other than this Credit Union. Additional terms and conditions are disclosed in the Truth and Savings Section of this Agreement.

Checking Accounts

The Credit Union offers Checking Accounts. The fees charged on this type of account vary. Please refer to the Rate Schedule and Truth in Savings Disclosure and Fee Schedule to determine fees, minimum balance requirements and monthly service charges. The Credit Union is under no obligation to pay any item that contains suspected forgery or alteration, and, in such an event, we will incur no liability for any action regarding the nonpayment of an item. You agree that in no event will the Credit Union be liable for damages for the dishonor of any item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any item that we fail to pay. The Credit Union will not be liable for any loss resulting from any reasonable delay in sending notice to you that the item has been returned uncollected.

The Credit Union is not liable to you if the Credit Union pays an Item containing an alteration or a forged or unauthorized signature. The Credit Union will process checks drafts, items and other orders by electronic means and smaller items will not be examined physically. You agree that we will set a minimum amount of an item we may examine and will not examine an item less than that minimum amount. You agree and acknowledge that the Credit Union will not examine items less than said minimum amount and is not liable or responsible for any lack of effective signatures, endorsements, alterations or other matters which might have been discovered by an actual physical examination of an item.

You will be sent a periodic st atement that will indicate all transactions and activity on the Account during the statement period. Such statement will be mailed to your last known address as shown on the Credit Union's record. You agree that the statement is sufficient to allow you to reasonably identify the Items without indicating the payee of any Item. You have a duty to examine the statement and discover any Items containing unauthorized signatures or alterations. If you discover any Items on the statement that differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable time frame, not exceeding thirty (30) days, after your statement is made available or mailed will prevent you from recovering on the Item. The Credit Union will not be liable for Items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine.

You understand that your original Items will not be returned to you. You are responsible for examining each statement and, if you request them, copies of Items, and reporting any irregularities to the Credit Union. For a fee, the Credit Union shall give you a copy of any paid Item charged to this Account upon receiving a written request from you. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid Items. We may charge this Account for this service in accordance with the fee schedule established by our Board of Directors. You agree that the Credit Union's retention of Items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alternation, errors or objections.

In the event we pay an Item drawn on this Account, we may charge this Account the amount of such Item, even if the Item is presented more than six (6) months after its date.

If an Item is presented for payment and the amount of such Item exceeds the fully paid and collected share balance in this Account, we may assess this Account a charge (to be established from time to time by our Board of Directors) for the presentment of such Item regardless of whether or not the Item is paid.

You agree the Credit Union shall not be responsible for the acts or omissions of any other party selected in connection with this Account or the condition of any Item, draft or other Item handled under this account subject to the Credit Union's duty to exercise ordinary care.

Overdrafts

Although we are under no obligation to pay any Item that exceeds the fully paid and collected share balance in the Account, we may, at our option, pay such Item or permit the withdrawal even though the payment or withdrawal causes an overdraft in the account. **To determine whether you have enough money in your Account to cover a transaction, we use your Account's available balance which is based upon the deposits and withdrawals to your account and all pending electronic transactions, including pre- authorized transfers, point of sale transactions, and merchant payment authorizations, regardless of whether they have posted to your Account.**

The Credit Union, by covering one or more overdrafts, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. We pay overdrafts at our discretion, therefore, we **do not guarantee** that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined. If the Credit Union decides to pay an item that overdraws your Account, you agree to immediately pay the overdraft amount plus a fee as disclosed in the Rate Schedule and Truth in Savings Disclosure and Fee Schedule.

In the event there is a negative balance, each signer on the Account and each Account Owner is jointly and severally liable for the negative balance, any fees incurred, and interest thereon. The Credit Union may charge the amount of the negative balance against any other account from which any of you, jointly or individually, are entitled to withdraw money, amounts or establish a credit advance pursuant to any credit agreement between you and the Credit Union

Stop Payments

You may request that we stop the payment of a draft issued by you, other than an official check, by a written stop payment order. Unless renewed, a written stop payment will expire after six (6) months. You may also orally request a stop-payment by calling us. Any oral stop-payment order is valid for fourteen (14) calendar days. Your stop-payment order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any other action being taken on the draft. You agree that in order for us to have a reasonable opportunity to act, we must receive your stop-payment request at least two (2) business days before the draft is received by us for posting to your account. The term *"business day "* does not include any Saturday, Sunday, or federal holiday, even though our office may be open. We may charge you a fee for each stop-payment order you give.

The Credit Union reserves the right to refuse to honor any requests to stop payment of any Item for any reason consistent with good faith and the exercise of ordinary care. You agree that unless you give the correct Account number, Item amount and Item number the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits your Account after paying an Item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the Item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages, and other expenses or losses that may be incurred by the Credit Union, its employees, or agents on account of a stop payment order. The above stop payment provision only applies to items you issue on your Account. You do not have the right to stop payment on a cashier's, teller's check, certified funds, or any Item issued by the Credit Union or by anybody but you.

Stale-dated checks

We, at our full and complete discretion, may pay a check presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner described above.

Payment Order of Checks

Checks, drafts, transactions and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our sole discretion, pay a check, draft or item, and execute other transactions on your Account in any order we choose. The order in which we process checks, drafts and other items may affect the total amount of overdraft fees that you may be charged.

Special Account Instructions

You may request the Credit Union to facilitate certain trusts, wills, or court-ordered account arrangements. However, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The Credit Union shall not administer trust accounts. The Credit Union may, at its complete discretion, permit accounts to be owned by trusts on a case-by-case basis. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether it directly or indirectly, the Credit Union may refuse to follow your instructions or require you to post a bond or some other protection. You hold harmless and indemnify the Credit Union from any and all claims or losses that may arise out of any transaction pertaining to any Account. Furthermore, the Credit Union has no responsibility to determine if the trustee, personal representative, administrator, or any other fiduciary has been duly appointed and qualified to act in that capacity, nor whether any transaction by a fiduciary involving another account is in accordance with or authorized by applicable law or agreement. The Credit Union's only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other Account Owner, such as adding or closing an account or service, may be required to be in writing and signed and must be evidenced as accepted by the Credit Union at its discretion.

Deposits

Funds deposited in person to a Credit Union employee are considered deposited that day. Funds mailed to the Credit Union are deposited and posted after receipt. Funds deposited in non-staffed depositories are considered received when removed from the depository, are processed and are confirmed pursuant to the Credit unions procedures and posted to your account. If you make a deposit on a business day that we are open, we will usually consider that day to be the day of your deposit. All non-cash items credited to this Account will be credited conditionally, subject to final payment, and such items may be charged back from any Account in which you have an ownership interest or the right to withdraw, at any time until the proceeds thereof in money (U.S. Dollars) have been actually received by us. If any item deposited in an Account is returned unpaid, you are jointly and severally liable to the Credit Union for the amount of the returned item and any charges, regardless of who deposited the item or benefited from the transaction. We shall not be obligated to notify you that an item has been dishonored or not otherwise collected. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor any extra time beyond any midnight deadline. We will not be responsible for recognizing any conditions and/or written instruction concerning payment contained on an item deposited to or drawn on an Account, including, but not limited to, restrictive endorsements or postdated items. If you make a deposit, transfer, or payment at an unstaffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip and our accounting will be the amount that the procedure concludes was found in the envelope used to make the transaction. You agree that our conclusion regarding the amount deposited is final.

Direct Deposit

We may offer direct deposit options allowing you to pre-authorize deposits (e.g., payroll checks, Social Security, retirement checks, other government checks, etc.) or transfers from your Account with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit pre-authorized transfer option, you must notify us at least thirty (30) days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account at any time without prior notice.

Night Deposit

Each deposit placed in the night depository shall be contained in a pouch/envelope approved or supplied by us and securely locked/sealed, no article or container, other than the pouch approved/slip or supplied, shall be deposited in the night depository. The night depository is to be used only for the deposit therein of cash and checks, drafts or other items intended for deposit to your account. You expressly agree to accept as final and conclusive the record of the Credit Union as to what the property was in the pouch when opened and the count of the Credit Union shall be final and binding.

Endorsements

Each of you appoints the other Account Owner(s) as your attorney-in-fact for any purpose including, but not limited to, the power to deposit funds and endorse any item payable to any Account Owner. You agree that the deposit of any item is the legal equivalent of every Owners endorsement of such item for deposit. You authorize the Credit Union to supply any missing endorsement for you on any item or other instrument tendered for your account. We are relieved of any liability in connection with collection of such items that are handled by us and we shall not be liable for acts of our agents, subagents, or others, for any casualty. You agree to indemnify us from any loss due to an endorsement or other writing placed on a check, before it is accepted by us, in an incorrect manner under the Federal Reserves Regulation CC or other applicable laws or rules.

Actions by Legal Representatives

You agree that we are authorized, but not required, to recognize the authority of any attorney-in-fact, guardian, trustee, or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your Accounts. In doing so, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. You agree that we are not obligated to conduct any transaction except those actually authorized by you. In order to honor the appointment of any attorney-in-fact, we may require at our full discretion, such person to indemnify us for any loss, claims, damages arising from our reliance on the appointment of the attorney-in-fact. You agree to allow us to forward any power of attorney presented to us to our attorneys for review and that any delay caused by such review is authorized and reasonable under the circumstances.

Inactive Accounts

An account may be considered dormant/inactive when there has been no transaction other than dividend postings for a period established by the Board of Directors. The Credit Union may charge a fee for continuing to process your dormant/inactive Account as set forth in the Rate Schedule and Truth in Savings Disclosure and Fee Schedule. The Credit Union will send notice to you, as required by law, at your last known address prior to imposing any fee. You authorize us to transfer funds from any account from which you can withdraw to cover any such fee. To the extent allowed by law, the Credit Union reserves the right to transfer the Account funds to an account payable and to suspend any further account statement, dividends and interest payments.

Abandoned Accounts

If a deposit or withdrawal has not been made on the Account and the Credit Union has had no other sufficient contact with you within the period specified by state law, the Account will be treated as abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Termination of Account

The Credit Union may terminate your Account at any time without notice to you or may close your Account or apply for a new account if: (1) there is a change in Owners or authorized signer; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to ownership of the funds in the account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentations or any other abuse of any of your Accounts; (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union; or (8) if the Credit Union believes such termination to be in the best interests of the Credit Union. As long as we act in a manner consistent with good faith and the exercise of ordinary care, we may refuse to honor any request to close your Account. The Credit Union is not responsible for payment of any Checking Account withdrawal, or other item after your Account is terminated; however, if the Credit Union pays an item after termination, you agree to reimburse the Credit Union for the payment. We have the right to terminate any Account and to terminate all of our liability hereunder by mailing a check or draft for the balance of this account to the address on file for any Account Owner. In the event of a dispute over the ownership of the Account, you authorize us to file legal action for the determination of ownership. You authorize us to deduct our costs and expenses involved in filing the legal action, including attorneys fees from the Account funds to file the remaining sum with the court.

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Termination of Membership
You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union. You may voluntarily terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership and withdrawing all funds on deposit as legally required of the Credit Union.

Death of Account Owner
The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union is notified in writing of a member's death. Once the Credit Union is notified of a member's death, the Credit Union may pay Items or honor other payments or transfer orders authorized by the deceased Owner.
You agree the Credit Union can require that anyone who claims funds in your Account after your death to indemnify the Credit Union for any losses actually or potentially resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Owner.

Set Off; Security Interest
You may not withdraw shares or deposits that are collateral for loans without written approval of an authorized Credit Union Loan Officer, except to the extent that such shares exceed what you owe to us or which you are contingently liable to us. Our failure to assert any security interest, lien and/or right to setoff shall not be a waiver to assert any such right in the future. All accounts are not assignable and nontransferable to third parties, unless otherwise agreed to by us in writing.
You agree to and grant as security for all obligations you have with us, except obligations secured by your principal residence, all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. To the extent you owe the Credit Union money as a borrower, guarantor, and endorser or otherwise, including amounts owed because of incurred fees, the Credit Union has a statutory lien, and by this document a consensual lien, on any or all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. The Credit Union may enforce this lien, by freezing account funds or otherwise, without any further notice and prior or subsequent to a default, even if an overdraft, dishonor, or interest penalty results.

Notices
You agree to notify the Credit Union in writing of any change of your address or name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union requires written notice of a change in address. If the Credit Union attempts to locate you, the Credit Union may impose a service fee.
Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one Account Owner is agreed to be notice to all Owners.

Electronic Storage of Documents and Electronic Signatures
You agree that it is unnecessary for the Credit Union to retain the original of any document. You agree that the electronic stored image of any document is the original of that document, and that any document provided to you to take with you is a copy of that document. You agree that no pen-on-paper signature is necessary to authenticate your agreement with any document which is retained by the Credit Union, but that the Credit Union may rely upon an electronic version of your signature. You agree that the Credit Union may rely upon an electronic device upon which you inscribe your signature or by the use of a Personal Identification Number ("PIN") which may be recorded or stored with or upon electronically stored images of any document relevant to this Agreement and/or Account services.

Changes to the Agreement
The Credit Union may amend the terms of this Agreement, including but not limited to, the conditions, rules and procedures, from time to time. We will notify you of such changes if required by law. The changes will be effective on the date specified or as otherwise required by law.
You may not modify this Agreement without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by the CEO/President.

Miscellaneous Provisions

We reserve the right, at any time and at our complete discretion, to require you to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts in any if your accounts. You agree the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond the Credit Unions control including, but not limited to, computer, transportation, communication or equipment failure, delays caused by another party, fire, flood, or other acts of God, war, or nature. If we institute suit against you as a result of a breach by you in this agreement or as a result of an overdraft, you agree to pay our costs of litigation, including, but not limited to reasonable attorneys fees and court costs. The Credit Union reserves the right to waive any term in this agreement. Any such waiver shall not affect the Credit Unions right to enforce any right in the future. The paragraph headings are for convenience only and do not form part of this Agreement. If any provisions of this agreement is deemed invalid, the rest of this Agreement will remain in full force and effect.

Arbitration

Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver.

PLEASE READ THE INFORMATION BELOW CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED IN RECOGNITION OF THE FACT THAT CREDIT UNIONS ARE OWNED BY THEIR MEMBERS.

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 others consent, to require that any and all disputes between Us arising out of, affecting, or relating in any way to Your Accounts or the products or services related to your Accounts or any aspect of Your relationship with Us be resolved through binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joiner of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE 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.

Disputes Covered by Arbitration.

YOU ACKNOWLEDGE THAT IN ARBITRATION, THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of Your Accounts or the services related to your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to this arbitration agreements enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration agreement in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute that is included under this arbitration agreement, the other party may elect to proceed in arbitration pursuant to this arbitration agreement.

Disputes Excluded from Arbitration.

Disputes wherein enforcement of an arbitration and/or class waiver provision is prohibited by applicable law. The agreement to arbitrate herein shall not waive or limit Our right to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration; (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; or (4) to proceed with collection of an account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. As a matter of example, if We elect to pursue a judgment on a loan agreement utilizing the court system and you file a counterclaim, any such counterclaim will be controlled by this agreement to arbitrate and class action waiver.

Mediation Requirement Prior to Filing a Claim in Arbitration.

Prior to either party filing a claim in arbitration and as a necessary condition precedent to doing so, You or We shall first make a written demand upon the other party setting forth their claim at Our street address set forth below or at Your last street address or email address on record. The demand should describe the nature of the problem, claim, or dispute and set forth the specific relief the claimant desires, including the amount of any monetary damages sought.

The parties shall then attempt in good faith to use their best efforts to resolve the dispute for a minimum of 60 days before any claim may be filed in arbitration; which time period may be extended by mutual agreement. During this time period, both parties agree to toll any applicable statute of limitations. Under no circumstances may either party make a claim in arbitration against the other prior to the completion of the pre-arbitration time period.

Within the first 30 days of the pre-arbitration time period, the parties shall confer at least once by phone, in person, or by video conference at a mutually convenient date and time to discuss the potential resolution of the claim.

If either party commences a claim in arbitration without first attempting to resolve their dispute in good faith through mediation then that party shall not be entitled to recover any attorney fees in arbitration, even if they would otherwise been available to that party.

Commencing an Arbitration.

The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties or filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration:
JAMS

1-800-352-5267 (toll-free)

www.jamsadr.com

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS.

If You initiate the arbitration, You must notify Us in writing at:

EFCU Financial

P.O. Box 91001

Baton Rouge, LA 70821

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address unless the parties agree to a different location in writing.

Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this arbitration agreement, this arbitration agreement will control.

If JAMS is unable to or unwilling 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 Federal Arbitration Act). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of

Evidence and the Federal Rules of Civil Procedure concerning discovery, except that the below class action waiver is specifically enforceable notwithstanding any Federal Rules of Civil Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award only those damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint accountholder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties or those in direct privity with the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs.

If you initiate a claim for arbitration, you understand that you will be required to pay an initial filing fee in accordance with the rules of the arbitration forum. However, we will pay any other filing, administration, and arbitrator fees as imposed by the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, 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.

Arbitration Award.

The arbitrator’s award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction

Governing Law.

You and We agree that our relationship includes transactions involving interstate commerce and that this arbitration agreement is governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the State of Louisiana shall apply.

Severability, Survival.

This arbitration agreement 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 the Class Action Waiver in this specific arbitration agreement is found to be unenforceable for any reason, then the remainder of this arbitration agreement shall also be unenforceable. If any provision in this arbitration agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable. Notwithstanding anything in this binding arbitration of claims and disputes agreement and class action waiver to the contrary, any amendment or termination of this arbitration agreement by statute, by administrative action or otherwise, shall not apply to the claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.

This “Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver” provision shall become effective upon the 31st day after we provide them to you (the “Effective Date”), unless you opt-out within the 31 day period as provided below. If you receive your statements by mail, then this “Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver” provision was provided to you when mailed. If you receive your statements or other disclosures electronically, then the provisions were provided to you when you were sent notice electronically.

You have the right to opt-out of this “Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver” provision and doing so will not affect any other terms and conditions of your relationship with us. To opt-out, you must notify us in writing of your intent to opt-out before the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to this “Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver” provision unless your notice of intent to opt-out is received by us in writing at EFCU Financial, P.O. Box 91001, Baton Rouge, LA 70821.

Governing Law
This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Louisiana, without regard to its choice of law provisions, and local clearinghouse rules as amended from time to time.

Fair and Accurate Transactions Act Notice
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Unlawful Internet Gambling Enforcement Act (UIGEA) Notice
This notice is to inform you that transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA) are prohibited and should not be processed through your account at the Credit Union. This includes knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made." The Credit Union understands that online state lotteries, horse racing and fantasy football are not considered illegal under the statute. We have the right to refuse a transaction which we reasonably believe involve internet gambling or illegal activity.

Identification and Authorization to Obtain Information
To help the government fight the funding of terrorism and money laundering activities, and to protect you against Identity Theft, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your legal name; mailing and physical residential address; date of birth; your social security number or other government identification number; and other information that will allow us to identify you. You must tell us when this information changes. We will require you provide us your current driver's license or other government issued identifying documents. We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your Account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded. You must notify us of any name, address or other information changes. We may require you provide such changes in writing to us. If we attempt to locate you, we may impose a fee as disclosed in the Fee Schedule or other applicable agreement.

Privacy, Part 715 OF NCUA'S Rules
We maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. The Credit Union will provide you with a copy of its Privacy Policy at the time your membership account is opened and when otherwise required to do so).

Funds Availability Policy Disclosure

Our policy is to generally make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. To determine when your funds are available, the length of hold is counted in business days after the day of deposit. Every day except Saturday, Sunday or a federal holiday is a business day. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider the deposit made on the next business day we are open. Availability does not guarantee ultimate collection of non-cash funds. Any dishonored instrument(s) will be charged back against any of your Accounts.

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first $275 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Deposits made in person to one of our employees, cash and funds from Federal Reserve Bank Checks, federal home loan checks, postal money orders, state and local government checks, cashiers, certified and tellers checks will be available on the first business day after the day of your deposit if they are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you make your deposit into an ATM), funds from that deposit will be delayed an additional business day. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit. Funds from deposits made at ATMs that we own or operate will be available on the second (2nd) business day after the day of your deposit. All ATMs that we own or operate are identified as our machines. Funds from other check deposits will not be available until the second business day after the day of your deposit.

Longer delays may apply. Funds you deposit by check may be delayed for a longer period of time under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than $6,725.00 on any one day.
3. You deposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) months.
5. There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Checks deposited into your Share Account will become available when the funds are received. If you are a new member, the following special rules will apply during the first (thirty) 30 days your account is open. Funds from electronic deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725.00 of a days total deposits of cashiers, certified, tellers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury checks) is not made in person to one of our employees, the first $6,725 will not be available until the second business day after the day of your deposit.

Checks drawn on financial institutions located outside the U.S. (foreign checks) from the policies outlined in the disclosure. Generally, the availability of funds related to foreign checks will be delayed until we collect the funds from the financial institution upon which the item is drawn.

Wire Transfers

The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Code of Louisiana) to or from any of the members accounts as this Credit Union. To the extent the term contained in this agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreement or terms of accounts. If you request a funds transfer to be made or if a funds transfer is made to your Account, the Federal Reserve Boards FedWire may be used. Regulation J governs all FedWire Transfers and therefore determines the rights and liabilities of the parties of the transfer. All Automated Clearing House payments are provisional. We may give you credit before we receive final settlement of the funds transfer. If we do not receive payment for the provisional credit granted we might charge back to you any provisional credit that we have given. In the event, you authorize us to take such sum from any Account in which you have an ownership interest or the right to withdraw. For a credit Entry subject to Article 4A, the Entry may be Transmitted through the ACH. If the Credit Union does not receive such payment for the Entry, the Credit Union is entitled to a refund from the Receiver in the amount of the credit to the Receivers account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

Notice of funds transferred from or a receipt of a funds transfer into your account will be made by us on your periodic statement for the affected Account. We are not obligated to provide you with next day notification of transfers to your account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within fourteen (14) days after the statement is mailed and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after the statement is mailed you shall discharge and relieve us from any liability of claims, demands or expenses (including attorneys fees) in connection with such discrepancy or error.

All funds transfers will be made according to our security procedures. Those security procedures are intended to verify that an order is authorized and detect errors in the transmission or content od the payment order. The security procedures we will use are: (1) wire transfers must be made in person at the Credit Union unless other approved security methods are used; (2) you will be required to produce your approved photo identification; and (3) you will be required to sign a wire transfer authorization. These security procedures will also apply to any amendment or cancellation of a payment order. A payment order, verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of change in the security procedures. In the event, we shall have no obligation to accept payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure.

If a beneficiary of a funds transfer is identified by name and an identifying number or account number, payments made to the beneficiary may be made on the basis of that identifying number or account number even if the number identifies a person different from the named beneficiary. We will not be responsible for the amount of the transfer paid by means of a designated identification number or account number even is it goes to the wrong beneficiary.

If a payment order identifies an intermediary or beneficiary's financial institution only by an identifying number or account number, we may rely on that number as being proper identification of the intermediary or beneficiarys financial institution. If a payment order identifies an intermediary party or beneficiarys financial institution by both name, and an identifying number, and the name and number identifying different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identifying number as the proper identification of the intermediary party or beneficiarys financial institution. You agree to indemnify us for any loss or expense that result from our reliance on an incorrect identifying number or account number. We are authorized to take the amount of such loss or expense from any Account in which you have an ownership interest or the right to withdraw

Any rate of interest that we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest.

You agree that under no circumstances will we be liable for any indirect, incidental, consequential, remote or special losses or damages including attorney's fees and costs, arising from any wire transfer.

We may establish or change cut-off time for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless you are notified of other times or other times are posted for various types of funds transfers, the cut-off times will be 4:00 p.m. for all outgoing international wire transfers; 4:00 p.m. for all outgoing domestic wire transfers; and 5:00 p.m. for all incoming domestic or international wire transfers on each weekday that we are open and which is not a holiday. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the following business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed. We are under no obligation to accept a cancellation or amendment to the funds transfer order received from you but may do so at our option.

We may, at our option, choose not to carry out your funds transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this agreement, or if the transfer is prohibited by a court order garnishment, tax levy or the like, or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action, but notice may be given in your next periodic statement or as otherwise required by law. Requests for funds transfers must be made in accordance with the rules and procedures that we have in place at the time of the request. We may charge you a fee for the transfer or other related services according to our Fee Schedule at the time of the funds transfer order.

Electronic Fund Transfers (EFTs) Disclosure

The following terms and conditions will govern all electronic fund transfers (EFTs) initiated by you or anyone else you have given access to your Accounts, whether by telephone, automated teller machines (ATMs), Automated Clearing House (ACH) networks, or by any other electronic means, as established by the Electronic Fund Transfer Act. You agree to be responsible for all unauthorized EFTs made from your Accounts subject to limitations contained in applicable federal law. Those limitations on your liability for unauthorized EFTs are summarized later in this part. By signing the Signature Card, you request us to issue an access device and authorize us to issue one to you. You agree that any ATM or Debit Card issued to you remains our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your ATM or Debit Card to us. Everyone who receives, signs, or uses an ATM Card or Debit Card issued under this Agreement must be a party to this Agreement. We may terminate access to EFTs or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to return your Card(s) to: EFCU Financial Federal Credit Union, P.O. Box 91001, Baton Rouge, Louisiana 70821.

Access to EFTs may be terminated by you by giving a written notice to us and returning the Card to us. Termination of the access device shall not affect the liability you incurred prior to termination. You must keep your share account(s) and Checking Account(s) open in order for your access to EFTs to remain valid. You agree to pay the current charges shown on our Fee Schedule and any future charges that may be approved by our Board of Directors for the use of EFTs. You authorize us to take any such fees from any account in which you have an ownership interest or right to withdraw.

We believe that the various means of accessing EFTs will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, will not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or are otherwise unable to make the transfer you desire.

You agree that if we notice your accounts are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access device to the EFT has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate your access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the account is usually used or to notify you if we notice unusual activity.

To initiate transactions via an ATM Card, Debit Card or our telephone response system, you must have a personal identification number (PIN). You agree not to tell your PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands.

You agree also to tell us if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling (800) 963-3328 or 225-214-6800

You agree that we are not responsible for providing security guards or other security measures at various ATM terminals unless required by applicable law.

If you make a transfer, deposit or payment at an ATM terminal, you agree that the correct amount, in the event of a discrepancy between a written receipt or deposit slip, will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal Credit Union business hours will be posted immediately to your account; transactions received after normal Credit Union business hours may be posted on our next regular business day. You further agree that credit to accounts for non-cash Items will be conditional until we can collect the Item. If we cannot collect the amount of the non-cash Item, that amount will be deducted from your account.

You agree that the EFT system shall be used only for the type of EFTs we offer and to have access only to the accounts that we in advance have approved. If through some error the Card permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use.

In addition to the terms and conditions listed above, you agree that any accompanying Electronic Funds Transfer Disclosure statement shall cover EFTs made by you. This Agreement and all transactions under this Agreement will be governed by Louisiana and applicable federal law.

Your Access Device and Electronic Fund Transfers

YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE ACTIVATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM. To activate your ATM Card or to have access to Automated Phone System you need to contact our office and obtain a PIN. To access Home Banking, you need to go to our website and sign-up for each service. You will need to designate a login and password. When we issue you a PIN, the system will accept the use of your access devices. You cannot use your ATM Card, Debit Card, Automated Phone System to transfer money into or out of your Account without a PIN. You cannot access Home Baking without a login and password. If you receive a Card that you do not want to use, please destroy it by cutting it in half and returning it to us.

Account Access

The following types of transactions may be made with your Account:

1. Preauthorized deposits made directly from other persons into your Share and Checking Accounts
2. Preauthorized transfers made directly to other persons from your Share and Checking Accounts

ATM Card Transfers and Limitations

Your ATM Card(s) may be used at any ATMs owned by the Credit Union and any affiliate locations. When used with your PIN, an ATM will allow you to initiate any of the following transactions provided the accounts have been authorized for use:

1. Deposits to Share and Checking Accounts
2. Cash Withdrawal from Share and Checking Accounts
3. Transfers from Share to Checking Accounts
4. Transfers from Checking to Checking Accounts
5. Obtain information about your Share and Checking Account balances

You may withdraw up to $615.00 in cash per business day with your ATM Card from any one designated Account or a combination of your designated Accounts, assuming there are sufficient funds. Not all services are available, and the dollar limit may be different at some ATMs. For security reasons, there are other limits on the number and dollar amounts on point-of-sale terminals.

Telephone Response System

The PIN provided you for the Automated Phone System audio response system may be used with any Touch Tone telephone and allows you to initiate any of the flowing transactions, provided the Accounts have been authorized for use. You may request:

1. A Check Withdrawn from Share Accounts
2. A Check Withdrawn from Checking Accounts
3. Transfers from Share Accounts to Checking Accounts and Loan Accounts
4. Transfers from Checking Accounts to Share Accounts and Loan Accounts
5. Account Balances and Deposits
6. Information on Electronic Funds Transfers (ATM card, Debit cards, etc.)
7. Information on Cleared Checks
8. Information on Current Dividend and Loan Rates
9. Information on Dividends Earned and Paid on your Accounts for the Prior Quarter
10. Change your PIN

Debit/Check Cards Transactions and Limitations

Your Debit/Check Card may be used to access your Checking Account to purchase goods, pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution up to your available balance. However, for "Opportunity Checking" accounts, Your Debit/Check Card may not be used with any rental car merchant.

There is no limitation on the number of withdrawals. You may withdraw up to $615.00 in cash per business day with your Debit/ Check Card from any one designated Account or a combination of your designated Accounts, assuming there are sufficient funds.

Secure Credit Card Transactions and Limitations

Credit Card Transactions will be prohibited at all short term vehicle rental business, rental car, and any similar automobile rental merchants.

Electronic Check Conversions/Electronic Returned Check Fees
You may authorize a merchant or other payee to make a one-time electronic payment from your Account(s) using information from your share draft to:

(i) Pay for purchases,
(ii) Pay bills.

You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

Summary of Your Liability For Unauthorized Transfers

In General
Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. Contact us immediately at: (800) 963-3328 If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than $50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two business day after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as $500.00. Also, if your Statement shows transfers that you did not make, including those made by Card, code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the Statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Liability Limits for Debit/Check Card when Used for Point-of-Sale Transactions
Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit/Check Card, when used for point-of-sale transactions if you report the loss or theft of your card within two (2) business days of when you discover the loss or theft of the card. If you do NOT tell us within two (2) business days, your liability is the lesser of $50 for the amount of the money, property, labor, or services obtained by the unauthorized use before notification to us.

Reporting Location
If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (800) 963-3328 or write us at EFCU Financial Federal Credit Union, P.O. Box 91001, Baton Rouge, Louisiana 70821. 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.

Service Charges
A list of the fees and charges that are applicable to your electronic fund transfers is disclosed on the Rate Schedule and Truth in Savings Disclosure and Fee Schedule. In addition, each account affected by the transaction will be subject to the regular service charge imposed for that specific Account as set forth in the Dividend Rate and Fee Schedule.

Summary of Your Right to Receive Documentation of Transfers
You can get a receipt at the time you make any transaction to or from your Account using one of our ATM or POS terminals. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same third person or company, you can call us at (800) 963-3328 to find out whether or not the deposit has been made. You will receive a monthly statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

Right to Stop Payment of Preauthorized Transfers
If you told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call us at (800) 963-3328 or write us at EFCU Financial Federal Credit Union, P.O. Box 91001, Baton Rouge, Louisiana 70821 in time for us to receive your request at least 3 business days before the payment is scheduled to be made. If you call us, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give.
If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment when it will be paid and how much it will be. (You may choose instead to get this notice only when a payment would differ by more than a certain amount from the previous payment, or when the certain amount would fall outside certain limits that you set).

Liability for Failure to Stop Payment of A Preauthorized Transfer
If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability For Failure To Make Transfers
If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
2. If the ATM terminal where you are making your transfer does not have enough cash;
3. If the ATM terminal was not working properly and you knew about the malfunction when you started the transfer;
4. If your transfer would go over the credit limit on your credit line;
5. If circumstances beyond your control, such as fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
6. If the funds in your Account are subject to a court order or other restriction preventing the transfer; and/or
7. There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About your Electronic Transfers Call (800) 963-3328 or write us at EFCU Financial Federal Credit Union, P.O. Box 91001, Baton Rouge, Louisiana 70821 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and Account number,
2. A description of the error or the transfer you are unsure about
3. An explanation of why you believe it is an error or why you need more information, and
4. The dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transaction involved an account opened within 30 days) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer, or the transaction involved an account opened within 30 days) to investigate your complaint or question. If we decide to do this, we will recredit your Account within 10 business days (20 business days if the transaction involved an account opened within 30 days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If the error you assert is an unauthorized VISA Debit/Check Card point-of-sale transaction, we will recredit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case we will recredit your Account within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your Account. If we decided there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. We reserve the right to retract any provisional credits given to you should we suspect fraud or determine that there was no error.

Termination of EFT Services
You may terminate any EFT service under this Agreement at any time by notifying the Credit Union in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payments transfers has been revoked.
The Credit Union may also terminate this Agreement at any time by notifying you orally or in writing. If the Credit Union terminates this Agreement, it may notify any participating merchants that authority to make bill payments transfers has been revoked.
The Credit Union may also terminate any EFT service under this Agreement at any time by notifying you orally or in writing. If the Credit Union terminates any EFT service, it may notify any participating merchants making preauthorized debits or credits to any of your Accounts that the Account has been terminated and that the Credit Union will not accept any further preauthorized transaction instructions. The Credit Union may also program its computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

SAFETY PRECAUTIONS FOR THE USE OF AUTOMATED TELLER MACHINES

REMEMBER THERE IS SAFETY IN NUMBERS. WHENEVER POSSIBLE HAVE ANOTHER PERSON ACCOMPANY YOU WHEN TRANSACTING BUSINESS ON AN AUTOMATED TELLER MACHINE.

1. OBSERVE THE SURROUNDINGS: Before approaching any automated teller machine ("ATM") be alert for any suspicious persons or circumstances. Should you observe suspicious persons or circumstances or otherwise feel uneasy or uncomfortable with your surroundings leave the area immediately - do not use the ATM. Come back at a later or more appropriate time or use an ATM at another location. Report any suspicious persons to law enforcement authorities.

2. BE READY TO TRANSACT BUSINESS: Before approaching any ATM machine have your access card and any other paperwork necessary for your particular transaction ready and in your hand. Having to retrieve these items from a purse or wallet is time consuming and allows a potential thief easier access to your valuables. By being ready to transact business before approaching the ATM, your transaction becomes quicker and safer.

3. BE COURTEOUS TO OTHER USERS: When approaching an ATM which is then in current use do not stand directly behind the person actually using the machine. An adequate distance will allow the person currently using the machine to conduct their transaction securely, privately and confidentially.

4. REMAIN OBSERVANT WHILE USING THE ATM: While transacting business at the ATM continue to observe your surroundings. Be careful not to disclose or otherwise reveal your Personal Identification Number ("PIN") to others while using the ATM. Never begin a transaction when strangers have a clear view of the ATM keyboard. Use your body to shield the ATM keyboard as you access the machine. This will allow you to access the machine without disclosing or revealing your PIN. You should check your surroundings every few seconds while actually using the ATM. Should you observe any suspicious persons or circumstances terminate your transaction immediately, leave the area and contact law enforcement authorities.

5. LEAVE QUICKLY: Upon completing your transaction, retrieving your card and receiving your receipt immediately leave the ATM area. Do not count or otherwise visually expose any money received from the ATM. Continue to observe your surroundings for any suspicious persons or circumstances such as anyone following or approaching you. Always maintain a safe distance between you and any stranger. If you believe that you are being followed you should go to the nearest place where there are people and contact law enforcement authorities.

The above disclosure is a required disclosure given pursuant to La. RS §1361, infra. It is not intended to create any rights or duties as between the parties. The guidelines contained herein are not all inclusive. Users of ATMs should utilize such other precautions as may be appropriate under any particular set of circumstances. The Credit Union expressly disclaims any and all liability as relates to the use of ATM owned or controlled by the Credit Union except as provided by statute.

FACTS

WHAT DOES EFCU FINANCIAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depends on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Account transactions When you are no longer our member, we continue to share your information as described in this notice.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons EFCU Financial Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does EFCU Financial FCU share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 225-214-6800 or go to efcufinancial.org.

Who we are	
Who is providing this notice?	EFCU Financial Federal Credit Union
What we do	
How does EFCU Financial FCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does EFCU Financial FCU collect my personal information?	We collect your personal information, for example, when you ● open an account or deposit money ● pay your bills or apply for a loan ● use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ● sharing for affiliates' everyday business purposes-information about your creditworthiness ● affiliates from using your information to market to you ● sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ● EFCU Financial FCU does not share with affiliates.
Nonaffiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ● EFCU Financial FCU does not share with affiliates.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ● Financial companies include such companies as CUNA Mutual Group.

EFCU Financial Courtesy Pay Service Policy

EFCU Financial offers a Courtesy Pay Program. If your account qualifies for Courtesy Pay, we will consider, without obligation, paying for items for which your account has insufficient or unavailable funds, instead of returning those items unpaid. This document explains how the Courtesy Pay program operates.

Examples of transactions and situations for which Courtesy Pay may apply

An overdraft occurs when you don't have available funds in your account to cover a transaction. Here are a few, but not all, situations that could result in an overdraft:

- *You write a check, initiate an electronic funds transfer or swipe your debit card for an amount that exceeds your available balance*
- *You deposit a check that is returned unpaid causing a negative balance once those funds are withdrawn*
- *You are assessed a fee for an amount that exceeds your available balance*
- *You initiate a transaction before funds deposited have become available according to our Funds Availability Policy*

The Courtesy Pay service applies to a variety of transactions including checks, electronic withdrawals using your checking account number, automatic bill payments, ATM transactions, and everyday debit card transactions; however, we will not include ATM and everyday debit card transcation within our Courtesy Pay service without first receiving your consent. Without your consent, ATM and everyday debit card transactions will generally not be paid with this service.

Participation in our Courtesy Pay Program is not mandatory. You may opt out or revoke prior consent to cover ATM and everyday debit card transactions at any time by notifying one of our service representatives.

EFCU Financial retains the discretion to decline to pay any item under the Courtesy Pay program. This means we can refuse to pay any overdraft for any reason. Furthermore, if we decide to pay an overdraft item, we have no duty to pay furture overdrafts. If we do not pay an overdraft, your transaction will be declined and we may assess a fee in accordance with our fee schedule. Our standard per item overdraft fee is currently $25. There is no limit on the total fees we can charge you for overdrawing your account.

Notification of returned or paid items will be included on your monthly statement. In addition, automated alerts may be set up through online banking. The amount of any overdraft, including our fees, is due and payable immediately or on demand.

Eligibility for Courtesy Pay

Courtesy Pay is a discretionary service and is generally limited to a $500 overdraft (negative) balance for eligible Rewards, Classic and Business checking accounts. Per item overdraft fees count toward that limit. We may limit the number of accounts eligible for Courtesy Pay to one taxpayer identification number. Courtesy Pay is usually extended only to accounts in good standing. Some, but not all, characteristics of an account in good standing:

- *The account must be open for at least 30 days*
- *The account demonstrates consistent deposit activity within each 30 day period*
- *The account owner is current on all loan obligations with us*
- *The account is not subject to a legal order such as a tax lien or bankruptcy*

Other options

We offer overdraft protection services in addition to Courtesy Pay, such as linking another account or line of credit, that may save you money on fees paid for overdraft. The Courtesy Pay should not be relied upon regularly for routine expenses. If you feel that you need help with your financial obligations or to discuss your options, contact us at 225-214-6800 or speak with one of our service representatives at any branch.

02/20/2024

efcu FINANCIAL FEDERAL CREDIT UNION

TRUTH IN SAVINGS DISCLOSURE

Effective Date:

Owner 1 Bob Brown **Mem# - Sub**

Maturity Date:

Owner 2 missy member **Amount**

The rates, fees and terms applicable to your account at the Credit Union are as provided in this Rate Schedule and Truth in Savings Disclosure.

RATE SCHEDULE

	Dividend Rate (%)	Annual Percentage Yield (APY) %	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
☐ **Certificate**			**Fixed**	**$500.00**	**Monthly**	**Monthly**	**Account's Term**	**Not Allowed**	**Allowed – see Transaction Limitations Section**	**Automatic** ***13 Month renews as 12 Month** **26 month renews as 24 month** **39 month renews as 36 month**
6 Month										
12 Month										
18 Month										
24 Month										
36 Month										
48 Month										
60 Month										
*13 Month										
☐ **Adjustable Certificate with Bump**			**Variable Rate-Member has discretion**	**$500.00**	**Monthly**	**Monthly**	**Account's Term**	**Not Allowed**	**Allowed – see Transaction Limitations Section**	**Automatic**
30 Month										
☐ **IRA Certificate**			**Fixed**	**$500.00**	**Monthly**	**Monthly**	**Account's Term**	**Not Allowed**	**Allowed – see Transaction Limitations Section**	**Automatic** ***13 Month renews as 12 Month** **26 month renews as 24 month** **39 month renews as 36 month**
6 Month										
12 Month										
18 Month										
24 Month										
36 Month										
48 Month										
60 Month										
*13 Month										
☐ **Adjustable IRA Certificate with Bump**			**Variable Rate-Member has discretion**	**$500.00**	**Monthly**	**Monthly**	**Account's Term**	**Not Allowed**	**Allowed – see Transaction Limitations Section**	**Automatic**
30 Month										
☐ **Variable Rate Certificate**			**Variable**	**$500.00**	**Monthly**	**Monthly**	**Account's Term**	**Not Allowed**	**Allowed – see Transaction Limitations Section**	**See Renewal Policy**
84 Month										

Your Account is non-transferable/non-negotiable. Your Account is subject to the Universal Account Agreement. Unless specifically stated otherwise, the following disclosures apply to all Accounts:

Account Fees
You agree to pay certain Account fees in accordance with this Truth in Savings Disclosure and the Fee Schedule. Please refer to the Fee Schedule for current fee information. The Credit Union may charge a fee and/or stop paying dividends on dormant and inactive Accounts. You agree that this Truth in Savings Disclosure and the Fee Schedule may be amended from time to time by our Board of Directors. If you have any questions regarding current rate and fee information, please call the Credit Union.

Dividends
The Account Dividend Rates and the corresponding Annual Percentage Yields (APY) disclosed above are subject to change at any time as determined by the Credit Unions Board of Directors. The above Dividend Rates and yields are as of the last dividend declaration date.

Dividends will begin accruing for non-cash items (e.g. checks) no later than the day we receive provisional credit for the Item. If you close any Account before accrued dividends are credited, accrued dividends will not be paid. Dividends are compounded and credited as provided above. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

For Certificate and IRA Certificate accounts, except for the Variable Rate Certificate, the Dividend Rates and APY is fixed. For Variable Rate Certificates, the Dividend Rates and APY may adjust on January 1 and July 1 of each year. The Dividend Rate is established by subtracting a margin of one point five percent (1.5%) from the index. The index used is the Prime Rate as reported by the Federal Reserve. During the term of your Adjustable Certificate with a Bump account and IRA Adjustable Certificate with a Bump account, you may increase the rate one time to the rate currently in effect for accounts of this type with the same term.

For all Accounts, dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the applicable dividend period. The average daily balance is calculated by adding the principal balance in the account for each day of the dividend period and then dividing the principal sum by the number of days in the period.

Minimum Balance Requirements
Minimum balance requirements are as set forth above. The par value of a regular share in this Credit Union is $5.00. You must maintain a minimum balance of $5.00 in your Share Account to be considered a member in good standing. If the Minimum Daily balances are not met during each day of the dividend period, there may be a service charge as stated on the Fee Schedule and you will not earn the stated Annual Percentage Yield.

Transaction Limitations
Partial withdrawal of principal is not allowed. Dividends may be withdrawn without penalty. See “Early Withdrawal Penalties” below.

Maturity
If applicable, your account will mature within the term or maturity date set forth above or the maturity date set on your Renewal Notice.

Early Withdrawal Penalties
If you request us to pay any portion of a Certificate Account, except for earned dividends, before the date the Account matures, and we consent to the early withdrawal request for any reason, you shall incur a penalty unless, we waive the penalty, at our full and complete discretion, and one the following circumstances exist: (1) death, (2) mental incompetency, (3) where the account is an IRA and any portion is paid within seven (7) days after establishment, (4) where the account is an IRA Certificate Account and the owner becomes disabled and (5) where the account is an IRA Certificate Account and the withdrawal is required to meet the normal or required IRS distribution of retirement funds.

For Certificate Accounts, the amount of the penalty is ninety (90) days of dividends for Certificates with terms of less than or equal to one (1) year. The amount of penalty is one-hundred eighty (180) days of dividends for Certificates with terms of thirteen (13) months up to and including sixty (60) months.. The amount of penalty is three percent (3%) of principal for Certificates with terms equal to or greater than eighty-four (84) months. To the extent necessary to comply with these penalty provisions, deductions shall be made from the amount withdrawn or the remaining certificate balance.

Renewal Policy

Each fixed Dividend Rate Account shall automatically renew for successive periods, each equal to the original terms of the Certificate, until your receipt is presented for payment on any maturity date, or until we give written notice of our election to call the Certificate for payment on any maturity date by mailing notice of such intention to you at least seven (7) days prior to such maturity date. For variable Dividend Rate Accounts, the Certificate shall renew for successive periods, at the Certificate Dividend Rate and terms then in effect that most closely match the original Certificate terms, until your receipt is presented for payment on any maturity date, or until we give written notice of our election to call the Certificate for payment on any maturity date by mailing notice of such intention to you at least seven (7) days prior to such maturity date. In the event we either receive or give notice of an intention not to renew the Certificate and the Certificate is not presented for payment on any maturity date, we may, at our option, either transfer all funds represented by the Certificate to any Share Account or other Account of yours, or pay all funds represented by the Certificate directly to you. You may request us to pay a Certificate within ten (10) days after any maturity date without penalty.