

# ACCOUNT TERMS & CONDITIONS

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*First Education Federal Credit Union® is a full-service financial institution serving the education community and all residents of Laramie County Wyoming.*

# FIRST EDUCATION FEDERAL CREDIT UNION®

## LOCATION & CONTACT INFORMATION

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### OFFICE LOCATION

120 West Carlson St. Cheyenne, WY 82009

### MAILING ADDRESS

PO Box 20030 Cheyenne, WY 82003

### WEBSITE

[firstedfcu.com](http://firstedfcu.com)

### HOURS OF OPERATION

Monday to Friday Lobby: 8:30am to 5:00pm  
Call Center: 8:30am to 5:30pm  
Drive-up: 7:30am to 5:30pm  
Saturday Drive-up: 9:00am to noon  
Closed Sundays and Federal Holidays

### ROUTING & TRANSIT NUMBER

3070-8661-7

### PHONE NUMBERS

Office: 307-432-7400  
Toll Free: 800-584-9366  
Fax: 307-432-7432

### TEXT/SMS MESSAGING

307-432-7400  
Normal messaging rates may apply.  
Contact your carrier for more information.

### EMAIL

[ms@firstedfcu.com](mailto:ms@firstedfcu.com)

### REPORT LOST/STOLEN CREDIT OR DEBIT CARD

888-297-3416

### ACTIVATE OR PIN CREDIT OR DEBIT CARD

800-290-7893

## ONLINE AND DATA SECURITY

Use of strong passwords protects your privacy and personal information.

- Passwords should:
- \* Be at least twelve characters long but fifteen or more is better
  - \* Include upper and lower-case letters, numbers and special characters
  - \* Use two numbers in the first six characters
  - \* Be significantly different from previous passwords
  - \* Be changed whenever you think the password may have been compromised
- Passwords should not:
- \* Contain the name of family, friends, pets, or anything on social media
  - \* Contain your User ID, account number, or social security number
  - \* Contain a birthdate, anniversary, street address, or phone number
  - \* Contain a consecutive string of numbers or letters
- Other safeguards:
- \* Never share passwords, user IDs, or access codes with anyone
  - \* Do not use the same password for multiple important accounts
  - \* Install a firewall and malware protection software and keep it up to date
  - \* Only download software from sites you trust
  - \* Always click on the Sign-off/Log-off/Exit button on secure websites
  - \* Do not let your browser store your passwords
  - \* Do not access important accounts on shared computers
  - \* Do not access important accounts when connected to public Wi-Fi or free VPN

### Special Notice on Email

Standard email is not a secure form of communication. Never include account numbers, card numbers, tax identification numbers or other confidential information in a standard email message. If you need to provide confidential information to us, please use AirTeller. Documents can be sent securely through the messaging function.

**See more information and disclosures concerning security at [firstedfcu.com](http://firstedfcu.com) and within AirTeller.**

## WIRE TRANSFER INSTRUCTIONS

Use these instructions to have funds wired to an account at First Education Federal Credit Union.

Wire to: Alloya Corporate Federal Credit Union  
4450 Weaver Pkwy  
Warrenville, IL 60555

Routing Number: 2719-8763-5

Further credit to: First Education Federal Credit Union  
120 W Carlson St  
Cheyenne, WY 82009

Account Number: 3070-8661-7

Final credit to: Member's Name and Account Number

## ACCOUNT AGREEMENT

### GENERAL TERMS & CONDITIONS

**AGREEMENT:** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, call us.

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

- Summarize some laws that apply to common transactions;
- Establish rules to cover transactions or events which the law does not regulate.
- Establish rules for certain transactions or events which the law regulates but allows variation by agreement; and
- Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may allow some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words “we,” “our,” and “us” mean the credit union and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural, and the plural includes the singular. Notice from us to any one of you is notice to all of you.

**BYLAWS:** Our bylaws, which we may amend from time to time, establish basic rules about our policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request.

**LIABILITY:** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due at once and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred because of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

**AMENDMENTS:** We may amend or change any term of this agreement from time to time without notice to you unless otherwise provided by law. If you keep your account(s) after the effective date of the change, you indicate your agreement to any such changes. Rules governing changes in rates are provided separately.

**TERMINATION:** We may close your account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance.

**SUSPENSION OF SERVICES:** At our choice, we may suspend your access to any or all services if you violate the terms of this agreement, are delinquent or in default on a credit or other obligation to us, have caused a loss to the credit union, have exhibited disruptive or abusive behavior, or your account is overdrawn. For example, we may restrict the use of your debit card if any loan with us is past due.

**ACCOUNT ASSIGNMENT:** This account may not be transferred or assigned without our prior written consent.

### TRANSACTIONS

**DEPOSITS:** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open or received on a day we are not open for business, as if initiated on the next business day that we are open.

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

**WITHDRAWALS:** Any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. You waive any requirement of multiple signatures for withdrawal. Each of you authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an

amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that exceed the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and any fees. If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal.

**RESTRICTIVE LEGENDS:** We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”

**ACH TRANSACTIONS:** You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by ACH, we are not required to give you any notice of the payment order or credit.

The rights and obligations of the receiver concerning the entry are governed by and construed in accordance with the laws of the state of New York, unless the receiver and the RDFI have agreed that the laws of another jurisdiction govern their rights and obligations.

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

**CHECK CASHING:** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft, or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a fingerprint.

**CHECK PROCESSING:** We may process items electronically by relying on the information encoded along the bottom of the items. This means that we may not individually examine each of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. You are not entitled to receive any original item after it is paid, although you may request that we send you a copy of an item.

**PAYMENT ORDER OF ITEMS:** The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them per the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or non-sufficient funds (NSF) fee.

**OVERDRAFTS:** An overdraft occurs when you do not have enough money in your available balance to cover a transaction, but we agree to pay it. We may, at our discretion, pay overdrafts on checks, ACH transactions, automatic bill payments, and recurring debit card transactions. We do not guarantee that we will always authorize and pay any type of transaction. We will assess a fee only when you do not have enough money in your available balance when the transaction is authorized and if the transaction overdraws your balance by more than \$5. We also do not charge a fee for the first two overdrafts in the previous twelve months. The amounts of the overdraft fees are disclosed elsewhere.

**OVERDRAFT PROTECTION:** You may specify another account or line-of-credit you have with us to cover overdrafts. If the available balance in the other account or line-of-credit is sufficient to cover the overdraft, we will transfer the money and you will not be charged a fee. Ask for more information

**NONSUFFICIENT FUNDS/RETURNS:** If an item is presented and there is not sufficient available funds in your account to pay it and we return the item (NSF), you will be charged a fee each time it is presented. You may also be charged a fee by the party that presented the item to us. The amounts of NSF fees are disclosed elsewhere.

**DEBIT CARD TRANSACTIONS:** Everyday, one-time debit card transactions and ATM transactions are authorized on your available balance only. If we do not authorize a debit card transaction, the transaction will be declined, and you will not be charged a fee. If a recurring debit card transaction results in an overdraft, you will be charged a fee. See OVERDRAFTS

above. Be careful when giving authorization for this type of transaction.

**RECORDKEEPING:** We encourage you to keep careful records and practice good account management. This will help you to avoid unnecessary fees. Please contact us for more information on good account management.

**STOP PAYMENTS:** You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. Our stop-payment cutoff time is one-hour before closing on the business day before we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

You may stop payment on any item drawn on your account whether you signed the item or not. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

**WIRE TRANSFERS:** This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted by the State of Wyoming. If you originate a funds transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If we receive a payment order to credit an account you have with us by wire, we are not required to give you any notice of the payment order or credit.

## ACCOUNT OWNERSHIP & ACCESS

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION:** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account:** This type of account is held in the name of one person.

**Joint Account with Survivorship (and Not as Tenants in Common):** This type of account is held in the name of two or more persons. All owners have equal access to all funds in the account and each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Revocable Trust:** This type of account is subject to the Trust Agreement. The Trustees are responsible for insuring we are provided with any updated documents concerning the Trust. We will act on the most current documents we have on file. All trustees are presumed to have the right to act individually as it relates to the account with us without permission from any other person.

**AUTHORIZED SIGNER (Individual Accounts only):** An authorized signer can be designated to conduct transactions on your account. We undertake no obligation to monitor transactions to determine that transactions are on your behalf or in your best interest.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS:** We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we receive written notice of a change from the governing body of the entity.

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

**POWERS OF ATTORNEY:** We may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, we have no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals, and transfers. Further, you agree to reimburse us for all costs and expenses, including attorneys' fees, we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.

**PLEDGES:** Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

## OBLIGATIONS & REQUIREMENTS

**CONTACT INFORMATION:** You agree to provide to us your current mailing address, physical address, and phone number. It is your responsibility to promptly let us know of any changes to this information. You can update this information by submitting your change to us via mail to First Education Federal Credit Union, PO Box 20030, Cheyenne, WY 82003, by visiting our office or via AirTeller, our home banking service.

We may contact you at any telephone number you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your accounts with us. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

**PERIODIC STATEMENTS: Your duty to report unauthorized signatures, alterations and forgeries:** You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors:** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries; you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you must examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks:** For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your *Electronic Fund Transfers – Your Rights and Responsibilities* disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your *Substitute Checks and Your Rights* disclosure.

**UNLAWFUL USE:** You warrant and agree that you will not use accounts you have with us or services we provide, including but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that we will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold us harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**RIGHT TO REPAYMENT OF INDEBTEDNESS:** You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a “statutory lien.” A “lien” on property is a creditor’s right to obtain ownership of the property in the event a debtor defaults on a debt. A “statutory lien” is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising because of our exercise of our right to repayment.

**CROSS-COLLATERALIZATION:** To reduce the possibility of loss, you grant to us a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This “cross-collateralization” of your obligations applies to all debts regarding your accounts, loans or otherwise, including but not limited to each advance under any open-end loan plan, each closed-end loan obligation, all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the “cross-collateralization” of your obligations to us.

**NOTICE OF NEGATIVE INFORMATION:** Federal law requires us to provide the following notice to you before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative information” includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another 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.**

**NOTICE TO COMMERCIAL ACCOUNTHOLDERS REGARDING UNLAWFUL INTERNET GAMBLING:** All transactions related to unlawful internet gambling are prohibited from being processed through your account or other relationship with us. We do not knowingly open accounts for businesses engaged in any Internet Gambling Business, including legal internet

gambling businesses. In the event, we receive actual knowledge that an account with us is being used by an Internet Gambling Business, that account will be closed.

### **PEER TO PEER (P2P) PAYMENT SERVICES**

Peer to Peer or Person to Person (P2P) payment services are an easy way to send funds directly from your account to another person. These services are available through several providers via websites and mobile apps. Funds can be sent quickly often using only a phone number or email address.

However, P2P transactions have risks and do not have the same consumer protections as other transactions. Unlike credit card and debit card transactions, there are no chargeback rights on P2P payment services. This means if you send someone money, even someone who has defrauded you, we may not refund your money. Your money may also not be refunded if you entered incorrect information and the funds were sent to the wrong person. You will need to work directly with the service provider to have your money refunded.

We may also not refund money for P2P payment services done by a third-party if you provided the third-party with access credentials or other information for your account or device. This means if you give anyone, directly or indirectly, your username, password, security code, or other information that allows them to access your account or device and they withdraw money from your account using P2P payment services, we may not refund your money. You will need to work directly with the service provider to have your money refunded.

**Never give anyone information that would allow them to access your account or device and only use P2P payment services with people and companies you know and trust.**

## **REQUIRED DISCLOSURES**

### **YOUR ABILITY TO WITHDRAW FUNDS – Transaction Accounts**

**This policy statement applies to transaction accounts. Transaction accounts include draft (checking) accounts and MoneyMarket accounts.** Our policy is to make funds from your cash and check deposits available to you on the same day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks and other transactions you have authorized.

Please remember that even after we have made funds available to you, and the funds have been withdrawn, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

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

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

### **LONGER DELAYS MAY APPLY**

**Case-by-case delays:** In some cases, we will not make all the funds that you deposit by check available to you on the same day as your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The **first \$225 of your deposits**, however, may be available on the first business day after the day of your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

Additionally, we reserve the right to refuse any item presented for deposit or payment.

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the second business day after the day of your deposit.

## YOUR ABILITY TO WITHDRAW FUNDS – Non-Transaction Accounts

**This policy statement applies to non-transaction accounts. Non-transaction accounts include share (savings) accounts, club accounts, certificates, and SuperSaver accounts.** Our policy is to make funds from your cash and check deposits available to you on the same day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay transactions you have authorized.

Please remember that even after we have made funds available to you, and the funds have been withdrawn, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

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

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

## LONGER DELAYS MAY APPLY

**Case-by-case delays:** In some cases, we will not make all the funds that you deposit by check available to you on the same day as your deposit. Depending on the type of check that you deposit, funds may not be available for an extended period of time. If we are not going to make all the funds from your deposit available on the same 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. Generally, these extended holds will apply when we doubt the collectability based on indicators of fraud or the check has been previously returned to us unpaid. **If you need the funds from a deposit right away, you should ask us when the funds will be available before you make the deposit.**

Additionally, we reserve the right to refuse any item presented for deposit or payment.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

**What is a substitute check?** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

This notice describes rights you have regarding substitute checks. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are your rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do you make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: 120 W Carlson St Cheyenne, WY 82009 or [ms@firstedfcu.com](mailto:ms@firstedfcu.com). You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a



means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include: (1) a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); (2) an estimate of the amount of your loss; (3) an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and (4) a copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, the name of the person to whom you wrote the check, and the date that the item was paid by us.

## **ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES**

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

**Electronic fund transfers initiated by third parties:** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

**Preauthorized credits:** You may arrange for certain direct deposits to be accepted into your share draft or share savings account(s).

**Preauthorized payments:** You may arrange to pay certain recurring bills from your share draft or share savings account(s).

**Electronic check or draft conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.

**Electronic returned check or draft charge:** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**ATM access - types of transfers and dollar limitations:** You may access your account(s) by ATM using your VISA® check card and personal identification number, to:

- make cash withdrawals from share draft and share savings account(s), you may withdraw no more than \$300.00 per day;
- transfer funds to/from share savings to/from share draft account(s); and
- get information about the account balance of your share draft accounts and share savings account(s).

Some of these services may not be available at all terminals.

**Types of VISA® check card point-of-sale transactions:** You may access your share draft account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits or from a participating financial institution and do anything that a participating merchant will accept.

**Point-of-sale transactions - dollar limitations:** Using your card, you may not exceed \$5,000.00 in total transactions and ten transactions per day.

**Currency conversion and international transactions:** When you use your VISA® check card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

VISA USA charges us a 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

**Advisory against illegal use:** You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-VISA® debit transaction processing:** We have enabled non-VISA debit transaction processing. This means you may use your VISA-branded debit card on a PIN-debit network, a non-Visa network, without using a PIN. The non-VISA debit networks for which such transactions are enabled are STAR and NYCE Networks.

Examples of the types of actions that you may be required to make to initiate a VISA transaction on your VISA-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, swiping through or inserting the card into a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk location), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to VISA transactions are not applicable to non-VISA transactions. For example, the additional limits on liability (sometimes referred to as VISA's zero-liability program) and the streamlined error resolution procedures offered on VISA debit card transactions are not applicable to transactions processed on a PIN-debit network.

\*VISA Rules generally define **PIN-debit network** as a non-VISA debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**AirTeller computer transfers - types of transfers:** You may access your account(s) by computer at [firstedfcu.com](http://firstedfcu.com) using your username and password, to:

- transfer funds to/from share draft to/from share savings
- transfer funds from lines-of-credit to share draft and/or share savings
- make payments from share draft and/or share savings to loan accounts with us
- get information about:
  - the account balance of share draft, share savings accounts and loans
  - deposits/withdrawals from/to share draft and share savings accounts
  - payments to, advances from, payment amount, and due date on loan accounts with us

**FEES:** We do not charge for direct deposits to any type of account. Except as indicated elsewhere, we do not charge for other electronic fund transfers.

**ATM operator/network fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### DOCUMENTATION

**Terminal transfers:** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 307-432-7400 or log on to [firstedfcu.com](http://firstedfcu.com) (AirTeller) to find out whether or not the deposit has been made.

**Periodic statements:** You will get a monthly account statement from us for your share draft accounts. You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

**Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

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

**Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions.

We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfer,
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- (3) in order to comply with government agency or court orders, and
- (4) as explained in the separate Privacy Disclosure.

## UNAUTHORIZED TRANSFERS

**(a) Consumer liability:** *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Otherwise, you could lose all the money in your account (plus your maximum overdraft line of credit).

*Additional Limit on Liability for VISA® check card.* 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 VISA® check card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

**(b) Contact in event of unauthorized transfer:** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

## ERROR RESOLUTION NOTICE

**In case of errors or questions about your electronic transfers,** call or write us at 307-432-7400 or 800-584--9366 or PO Box 20030 Cheyenne, WY 82003, 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 or made available to you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for VISA® check card point-of-sale transactions processed by VISA and 20 business days if the transfer involved a new account) 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 new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA® check card point-of-sale transactions processed by VISA and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

**Business Days:** For purposes of these disclosures, our business days are Monday through Friday. Federal Holidays are not included.

**Office Hours:** You can call us from 8:30amMT to 5:30pm MT any non-holiday business day. Our lobby at 120 West Carlson Street Cheyenne, WY is open 8:30am to 5:00pm on non-holiday business days.

**MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST.**

## TRUTH-IN-SAVINGS DISCLOSURE

### COMMON DIVIDEND TERMS AND CONDITIONS

**Average daily balance computation method:** All dividends are calculated by the average daily balance method. This method applies a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the balance in the account at the end of each day of the dividend period and dividing that figure by the number of days in the dividend period.

**Monthly dividend period:** For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of this dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period. For the example above, January 31 is the dividend declaration date and the dividend period has 31 days.

**Quarterly dividend period:** For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period. For the example above, March 31 is the dividend declaration date and the dividend period has 90 days, in a non-leap year.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Effect of closing an account:** If your account is closed before dividends are paid, you will not receive any unpaid dividends.

**Nature of dividends:** The dividend rate and annual percentage yield may change at any time, as determined by our board of directors. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Notice of Federal Share Insurance:** Your accounts with us are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government by the National Credit Union Administration (NCUA), a US Government Agency. Go to [www.ncua.gov](http://www.ncua.gov) for more information.

### REGULAR SHARE ACCOUNT

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was:

**0.10%** with an annual percentage yield of **0.10%** on the first **\$2,000** and

**0.01%** with an annual percentage yield of **0.05%** on the remainder.

The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every quarter and will be credited to your account every quarter.

**Dividend period:** For this account type, the dividend period is quarterly.

**Minimum balance requirements:** The minimum required to open this account is the purchase of a share in the credit union. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section.

**Par value of a share:** The par value of a share in this account is **\$5.00**.

### AUXILIARY SHARE ACCOUNT

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was:

**0.10%** with an annual percentage yield of **0.10%**.

The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter and will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section.

### SUPER SAVER SHARE ACCOUNT

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was:

**0.15%** with an annual percentage yield of **0.15%** on the first **\$5,000.00**;

**0.20%** with an annual percentage yield of **0.20%** on the next **\$5,000.00**;

**0.25%** with an annual percentage yield of **0.25%** on the next **\$15,000.00** and

**0.10%** with an annual percentage yield of **0.001%** on the remainder.

For example, a \$10,000 average daily balance for a dividend period will earn an annual percentage yield of 0.175% and a \$25,000 average daily balance for a dividend period will earn an annual percentage yield of 0.220%. The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every month and will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly.

**Minimum balance requirements:** The minimum balance required to open this account is \$1,500.00. If, during any monthly statement cycle, your average daily balance is below the required minimum, your account will be subject to a withdrawal below balance fee of \$25.00 once during the statement cycle. You must maintain a minimum average daily balance of \$1,500.00 in your account to obtain the disclosed annual percentage yield.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section.

### MONEY MARKET SHARE ACCOUNT

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was:

**0.25%** with an annual percentage yield of **0.25%** on the first **\$50,000.00**;

**0.30%** with an annual percentage yield of **0.30%** on the next **\$50,000.00** and

**0.001%** with an annual percentage yield of **0.001%** on the remainder.

For example, a \$50,000 average daily balance for a dividend period will earn an annual percentage yield of 0.25% and a \$100,000 average daily balance for a dividend period will earn an annual percentage yield of 0.275%. The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every month and will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly.

**Minimum balance requirements:** The minimum balance required to open this account is \$25,000.00. If, during any monthly statement cycle, your average daily balance is below the required minimum, your account will be subject to a withdrawal below balance fee of \$25.00 once during the statement cycle. You must maintain a minimum average daily balance of \$25,000.00 in your account to obtain the disclosed annual percentage yield.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section.

#### **CHRISTMAS CLUB SHARE ACCOUNT**

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was: **0.10%** with an annual percentage yield of **0.10%**.

The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every quarter and will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** You may not make any withdrawals or transfers to another account or to a third party by a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

**Fees and charges:** An early withdrawal fee of \$15.00 will be charged for each withdrawal not done on maturity date.

#### **EDUCATION CLUB SHARE ACCOUNT**

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was: **0.25%** with an annual percentage yield of **0.25%** on the first \$10,000 and **0.10%** with an annual percentage yield of **0.10%** on the remainder.

The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every quarter and will be credited to your account every quarter.

**Dividend period:** For this account type, the dividend period is quarterly.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** You may not make any withdrawals or transfers to another account or to a third party by a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

**Fees and charges:** An early withdrawal fee of \$15.00 will be charged for each unauthorized withdrawal.

#### **SUMMERTIME CASH CLUB SHARE ACCOUNT**

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was: **0.10%** with an annual percentage yield of **0.10%**.

The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every quarter and will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** You may not make any withdrawals or transfers to another account or to a third party by a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

**Fees and charges:** An early withdrawal fee of \$15.00 will be charged for each withdrawal not done on maturity date.

#### **INDIVIDUAL RETIREMENT ACCOUNT SHARE ACCOUNT (TRADITIONAL, ROTH, COVERDALE)**

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was **0.50%** with an annual percentage yield of **0.501%**. The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every quarter and will be credited to your account every quarter.

**Dividend period:** For this account type, the dividend period is quarterly.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** Other than those required by regulation and otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section, no transaction limitations apply to this account.

#### **FREE CHECKING SHARE DRAFT ACCOUNT**

**Rate information:** No dividends are paid on this account.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section.

#### **CHOICE CHECKING SHARE DRAFT ACCOUNT**

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was **0.05%** with an annual percentage yield of **0.05%**. The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every month and will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly.

**Minimum balance requirements:** You must maintain a minimum average daily balance of \$1,000.00 in your account to obtain the disclosed annual percentage yield. If, during any monthly statement cycle, your average daily balance is below the required minimum, your account will be subject to a withdrawal below balance fee of \$5.00 once during the statement cycle.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section.

#### **PREMIUM CHECKING SHARE DRAFT ACCOUNT**

**Rate information:** As of the last dividend declaration date, the dividend rate paid on your account was: **0.10%** with an annual percentage yield of **0.10%** on the first \$10,000 and **0.01%** with an annual percentage yield of **0.01%** on the remainder.

The dividend rate and annual percentage yield may change at any time, as determined by our board of directors.

**Compounding and crediting:** Dividends will be compounded every month and will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly.

**Minimum balance requirements:** You must maintain a minimum average daily balance of \$2,500.00 in your account to obtain the disclosed annual percentage yield. If, during any monthly statement cycle, your average daily balance is below the required minimum, your account will be subject to a withdrawal below balance fee of \$5.00 once during the statement cycle.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the COMMON DIVIDEND TERMS AND CONDITIONS section.

**Fees and charges:** You must maintain a minimum average daily balance of \$2,500.00 to avoid a \$5 monthly service charge.

**PRIVACY NOTICE**

Rev. 7/2019

<b>Facts</b>	<b>WHAT DOES FIRST EDUCATION FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	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.
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<b>What?</b>	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ Account balances and transaction history</li> <li>▪ Credit history and credit card or other debt</li> </ul>
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<b>How?</b>	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 First Education Federal Credit Union chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does First Education Federal Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes</b>	No	We do not share.
<b>For non-affiliates to market to you</b>	No	We do not share.

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>▪ Call us toll free at 1-800-584-9366 or</li> <li>▪ Email us at <a href="mailto:ms@firstedfcu.com">ms@firstedfcu.com</a></li> </ul> <p><b>Please note:</b> If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call us toll free at 1-800-584-9366 or email us at <a href="mailto:ms@firstedfcu.com">ms@firstedfcu.com</a>
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**Privacy Notice Page  
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<b>What we do</b>	
How does First Education Federal Credit Union 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, proper disposal of information, confidentiality agreements and encryption of member data.
How does First Education Federal Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ Open an account</li> <li>▪ Deposit money</li> <li>▪ Pay your bills</li> <li>▪ Apply for a loan</li> <li>▪ Use your debit or credit card</li> </ul> We also collect your personal information from others, such as credit bureaus or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>First Education Federal Credit Union has no affiliates.</i></li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>First Education Federal Credit Union does not share with non-affiliates so they can market to you.</i></li> </ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include investment, insurance and other financial service companies.</i></li> </ul>



## GENERAL FEES AND CHARGES (06/13/2024)

### NEGOTIABLE INSTRUMENTS

Teller Check in Member's Name	no charge
If payable to a third-party	\$1.50 each
Cashier's (Official) Checks	\$2.50 each
Money Orders	\$0.99 each
Counter Checks (4)	\$1.00
Starter Pack of Checks (40)	\$9.00

### TRANSACTION PROCESSING

Garnishment or Levy	\$50 per item
Stop Payment	\$25 per order
<i>Applies to drafts and ACH for single item or range of items.</i>	
Member Check Cashing	\$3 to \$5 per check
<i>Based on the amount of the check and your overall relationship.</i>	
Non-Member Check Cashing	\$5 per item
<i>We will only cash on-us drafts for non-members.</i>	
USPS Change of Address	\$5
<i>Notify us prior to any change of address to avoid this fee.</i>	
Bad Address Fee	\$5 per month
<i>Ensure we always have your current address to avoid this fee.</i>	
Negotiated Item Returned Unpaid	\$35 per item
ACH Origination Setup	\$5 per origination
Card Instant Issuance	no charge
Card Replacement	\$15 per card
Nonsufficient Funds Items	\$35 per item

### ACCOUNT INACTIVITY FEE

If you have no other relationship with us, you will be charged \$10 per share per month on any account with no activity in the last year. *Perform at least one transaction per year to avoid this fee.*

### EARLY ACCOUNT CLOSURE FEE

You will be charged \$5 if you close your account within 90 days of the open date.

### ADMINISTRATIVE FEES

Escheat to State	\$50 per account
State Dated Money Order	\$5 per item
State Dated Official or Teller Check	\$5 per item

### FUNDS TRANSFERS

Incoming Wire Transfer	No charge
Outgoing Wire Transfer	\$25
International Wire Transfer	\$50

### SAFE DEPOSIT BOX RENTAL

Small	\$25 per year
Medium	\$30 per year
Large	\$35 per year
Lock Drilling (forced entry)	actual cost

### NOTARY PUBLIC SERVICES

Members/CU Documents only	no charge
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### CALL CENTER SERVICES

Account Inquiry	no charge
Transfer to other First Education Account	no charge

**ALL FEES AND CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.  
CONTACT US FOR CURRENT INFORMATION.**

### ACCOUNT ACCESS AND TRANSACTIONS

Online Access via AirTeller website	no charge
Mobile Access via AirTeller app	no charge
Online Bill Pay Service	no charge
eStatements	no charge
Account eAlerts	no charge

### ACCOUNT RESEARCH AND BALANCING

Account Activity Printout (4 pages)	\$2
<i>Additional Pages</i>	<i>\$1 per page</i>
Copy of Cleared Draft	\$2.50 per copy
<i>Cleared drafts can be printed via AirTeller at no charge.</i>	
Copy of Money Order	\$5 per item
Copy of Official or Teller Check	\$5 per item
Account Balancing Assistance	\$20 per hour
<i>Billed in one-hour increments with a one-hour minimum.</i>	
Account Research	\$20 per hour
<i>Billed in one-hour increments with a two-hour minimum.</i>	
Specialized Account Research	\$50 per hour
<i>Billed in one-hour increments with a two-hour minimum.</i>	
Management Consultation	\$100 per hour
<i>Billed in one-hour increments with a one-hour minimum.</i>	
Legal Consultation/Fees	actual cost

### CONSUMER LOAN FEES

Late Payment Charge	5% of payment
<i>You will be charged this fee if your payment is received more than ten days after due date.</i>	
Late Payment Charge – Credit Cards	as much as \$25
<i>You will be charged this fee if your payment is received after the statement due date.</i>	
Modification Fee	\$100
<i>You will be charged this fee if you ask that we restructure your loan because of collection problems.</i>	

### REAL ESTATE LOAN FEES

Late Payment Charge	5% of payment
<i>You will be charged this fee if your payment is received more than ten days after due date.</i>	
Subordination Agreement Fee	\$200 per loan
<i>You will be charged this fee if you ask that we subordinate our mortgage to that of another lender.</i>	
Modification Fee	5% of balance
<i>You will be charged this fee if you ask that we restructure your loan because of collection problems.</i>	
HELOC Processing & Renewal Fee	\$100
<i>You will be charged this fee when closing on a HELOC and whenever the credit limit is renewed.</i>	
Mortgage Processing Fee	\$200
<i>You will be charged this fee when closing on a mortgage.</i>	

### FOREIGN CARD TRANSACTIONS

**(APPLIES TO DEBIT & CREDIT CARDS)**  
 1.0% of transaction if a currency conversion is involved.  
 0.8% of transaction if no currency conversion is involved.  
*You will be charged this fee if a transaction on your debit or credit card is processed outside of the USA. This includes internet and other transactions that are processed outside of the USA even if you are in the USA.*