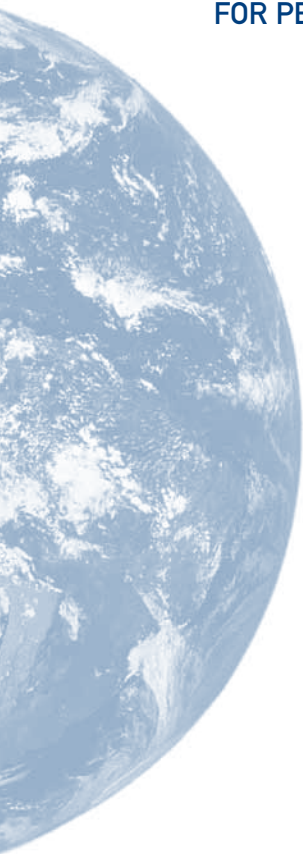




Member Services Agreement

FOR PERSONAL ACCOUNTS



NASA
FEDERAL
CREDIT UNION

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MEMBER SERVICES AGREEMENT

By signing the NASA Federal Credit Union Membership Application (*the Application*) or by using any of the services we provide in connection with your accounts as described in this Member Services Agreement (Service or Services), or authorizing others to use any of the Services, you agree to the terms of this Member Services Agreement. *You* and *your* mean each person who signs or is identified on the Application or uses any of the Services, unless the Application or this Agreement (as defined below) provide otherwise. *You* and *your* also include each person who forwards or delivers orders for collection or other handling, presents orders for withdrawal or other handling, or makes deposits to your account. *We, us, our,* and *Credit Union* mean the NASA Federal Credit Union.

Account(s) include all of your savings, checking, money market, certificate, and other deposit accounts at the Credit Union. *Share Account(s)* is a general term used for all types of savings, checking, and certificate accounts at the Credit Union. *Share(s)* are funds on deposit at the Credit Union. The par value equals one share. The current par value of one share is \$5. *Orders* include all negotiable orders of withdrawal, checks, drafts, other orders, other items, and other withdrawal or transfer requests used to withdraw or transfer funds out of your account by any means, including wire transfer requests and electronic funds transfers. *Deposits* include funds (whether by cash, check, draft, other order, other item, or other deposit request) that are cashed against your account or added to your account by any method. *Online Banking* refers to our *eBranch*, *Bill Pay*, *eStatement*, *eAlert*, and *eDeposit* Services accessed through our Web site. *Transaction(s)* means all electronic funds transactions performed through ATMs, POS Terminals, electronic direct deposits and debits, Automated Clearing House (ACH), telephones, and Online Banking.

Your and our rights and obligations concerning your accounts and the Services are governed by this Member Services Agreement, the Application, each *Current Rates* brochure issued by us, the Membership Rewards Brochure, and our *Schedule of Fees*, all of which together are referred to as *this Agreement*, and by applicable federal and state laws and regulations, Federal Reserve Board Operating Circulars, clearing house rules, and bylaws, policies, and rules and regulations of the Credit Union. By signing the Application, you acknowledge receipt of this Agreement before or at the time you became a member of the Credit Union.

Some parts of this Agreement apply only to specific types of Services, for example, Online Banking. The above definitions apply to all accounts and all Services.

A. MEMBERSHIP

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within our field of membership and must maintain a savings account with funds on deposit equal to at least one share at par value, as required by our bylaws. Upon verification of your eligibility for membership, your personal information, and your purchase of at least one membership share, a savings account will be established in your name representing your membership in the

Credit Union.

By signing the Application, you acknowledge that everything you have stated in the Application and in other information provided to us to establish your membership and eligibility is correct to the best of your knowledge. You understand that it is a federal crime, punishable by fine or imprisonment or both, to knowingly make any false statements concerning any of the requested information on any application.

In considering your Application, we will verify the personal information you provide. If any personal information cannot be verified, we will not open an account or add new owners to an account. We may obtain and use reports from consumer reporting agencies in connection with your Application and in connection with renewal, continuation, or additional account services or to determine if you continue to meet the terms of the account. We may verify your eligibility for membership, whether through your employer, association of which you are a member in good standing and/or a sponsoring family or household member. By signing the Application, you request all identifying numbers and/or access devices issued from time-to-time by the Credit Union in connection with your account.

Members in good standing may be eligible for certain benefits, among which is the right to vote for elected officials and for any matter presented at the Annual Meeting or any Special Meetings of the Membership. Membership also provides access to the Credit Union's various products, services, and rewards, including the **Membership Rewards Program**. The Membership Rewards program is our way of thanking you for your Credit Union relationship. This exclusive benefit of your Credit Union membership reflects the true cooperative nature of credit unions – people helping people. As you build your Credit Union balances, the more rewards – like free and discounted services – you receive. For more information on the **Membership Rewards Program**, please refer to the Membership Rewards Brochure.

B. ACCOUNT OWNERSHIP TERMS

The available types of account ownership and certain rights of account ownership are described below. The rights of other individuals who may be identified on the Application or otherwise may make deposits to or draw orders on an account also are described. For accounts with joint ownership, payable on death payee(s), or convenience person(s), the account is subject to: for accounts opened in Virginia, the Virginia Multiple-Party Accounts law; for accounts opened in the District of Columbia, the District of Columbia Multiple-Person Accounts law; and for all other accounts, the Maryland Multiple-Party Accounts law.

Individual Ownership. The account is owned only by the primary member shown on the Application. No other person has any present rights in the account. Upon the death of the primary member, the funds in the account belong to a POD payee, if any, or become part of the primary member's estate. An individual account owner must be 18 years of age or older.

Joint Ownership. The account is owned by the primary member and one or more additional individuals identified on the Application as joint owner(s), together referred to as owner. Under joint ownership, the account is owned jointly and is subject to the right of any owner

as stated in this Agreement. We are authorized to pay funds to, or to transact any business with, any owner. However, only the owner who is the primary member can close an account in its entirety. The primary member owner must also be the primary applicant on all loans under the account. Any owner may make deposits to the account and each owner appoints the other owners as attorney-in-fact with the power to deposit into the account any deposit payable to any one, or more, owners and, for that purpose, to endorse any withdrawal item payable to any one, or more, owners. All owners agree that any owner may initiate the withdrawal or transfer of funds from the account and may obtain additional services without further consent of the other owners. Owners are jointly and severally liable for payment of all charges against the account, even when only one owner created the charge, for example, by signing for a withdrawal or requesting a service that created the charge, or otherwise benefited from it. One owner cannot remove another from the ownership (title) of the account. An owner may request in writing on the proper Credit Union form to have his or her own name removed from an account, but removal from ownership does not relieve the removed owner from the obligation to pay accrued fees, liability for checks in process of collection, loan delinquencies, and/or obligations that were owed prior to removal of the owner's name from the account.

Joint Ownership With Survivorship. If your account is a joint ownership account, owners will have a right of survivorship, except for certain accounts opened by Virginia residents (see below). This means that **upon the death of one joint owner, the balance in the account belongs to the surviving owner(s)**. If two or more owners survive, and at least one of the surviving owners is a member of the Credit Union, the account will remain a joint ownership account and the survivors will own the account together with survivorship rights. If two or more owners survive and no surviving owner is a member of the Credit Union, membership will be offered to the surviving owner(s) eligible for membership in the Credit Union, and if that membership is established, then the account will remain a joint ownership account and the survivors will own the account together with survivorship rights. If no surviving owner is a Credit Union member, or becomes a Credit Union member, then the account will be closed and checks, **in equal shares if more than one owner survives**, will be made payable to the surviving owner(s). If only one owner survives and the sole surviving owner is or becomes a member of the Credit Union, the account will become an individual ownership account.

Joint Ownership Without Survivorship (Virginia Residents Only). This part applies only if the primary member is a Virginia resident. If the Application for your joint account indicates no survivorship rights, or if you have not selected *with survivorship* on the Application, then on the death of a joint owner, **the account balance shall be owned in equal shares by the estate of the deceased owner and any surviving joint owners**. The Credit Union may make payment from a joint ownership account without survivorship to the personal representative of a deceased joint owner without liability to: any other owner; or any owner's heirs, personal representatives, or assignees.

Convenience Person. Any individual identified to the Credit Union as a *Convenience Person* in writing signed by all owners and accepted, in our discretion, by the Credit Union is authorized to make withdrawals,

deposits, and otherwise take action in connection with the account but only as an agent of one or more of the owners of the account. A Convenience Person is not an owner of the account, no funds in the account belong to any Convenience Person by reason of that capacity, a Convenience Person has no right of survivorship in the account, and the status as a Convenience Person may be changed or revoked at any time upon written notice to us and ceases at the death of the principal, provided that we may continue to recognize the Convenience Person until we have notice or knowledge of the change, revocation, or principal's death and we have had a reasonable time to act upon that notice or knowledge.

Payable on Death. Any individual identified on the Application as a *Payable on Death (POD) Payee* will acquire vested ownership rights in the account only after the death of the last owner and only if the POD payee is living. When the Credit Union receives proof of the death of the last owner of the account, we will close the account and issue separate checks, in equal shares, payable to the surviving POD payee(s). Each owner reserves the right, subject to any requirements or restrictions in this Agreement or imposed by the Credit Union, and without notice to any POD payee, at any time: to close or pledge the account; to remove or change POD payees; to change account type; to change account ownership; and to withdraw all or part of the account balance.

Account for Minors (Non-Custodial). The account is owned by the minor who establishes the account. Minors 10 years of age and older are required to sign the Application as the primary owner. We require a joint owner who is at least 18 years of age, making the account a joint ownership account subject to all applicable joint ownership provisions in this Agreement. The minor may make deposits, withdraw funds, or otherwise act in connection with the account without regard to the minor's age, but we reserve the right to deny the minor such activities in our discretion. Unless the minor's guardian is also a joint owner, the guardian has no right to access the account. We have no duty to inquire as to the use or purpose of any transaction by the minor or joint owner. Guardians desiring more control over a minor's funds should consider a Custodial account. We will require a new Application after the minor attains the age of majority.

Account for Minors (Custodial). The account is opened under the Uniform Transfers to Minors Act by a custodian for the benefit of the minor and funds deposited to the account are an irrevocable gift for the benefit of the minor. The minor must be eligible for membership in the Credit Union in order for the account to be established. The minor has no right to access the account except as may be provided by court order. The custodian named on the account has access to account funds for the benefit of the minor. The custodian agrees to be bound by the terms of this Agreement. The custodian has an obligation to transfer the funds to the minor when the minor reaches the age of 21. If the funds deposited into the account are the minor's property at the time of deposit, the custodian has an obligation to transfer the funds to the minor when the minor reaches the age of 18.

Revocable Living Trusts. The account is opened under the name of the trust and under the control of one or more trustees identified in the Application. The settlor or grantor of the trust, must be eligible for membership in the Credit Union for the account to be established. The trustees have access

to account funds for the benefit of the beneficiaries as provided in this Agreement and in the separate Trust Agreement. The trustees will be bound by the terms of this Agreement and the separate Trust Agreement.

Irrevocable Trusts. The account is opened under the name of the trust and under the control of one or more trustees identified in the Application. Either the settlor, grantor of the trust, or the beneficiary(ies) must be eligible for membership in the Credit Union for the account to be established. The trustees will be bound by the terms of this Agreement as well as by the terms of a separate trust agreement. After the account is opened, there may be no changes to the beneficiary(ies). The trustees have access to account funds for the benefit of the beneficiaries as provided in this Agreement and in the separate trust agreement.

Estate. The account is opened under the name of the estate of a deceased individual to assist in administration and disbursement of the assets of the estate. The decedent must have been a member or eligible for membership in the Credit Union at the time of death. The estate of the deceased member must have a unique tax identification number before an estate account may be opened. The administrator/executor/personal representative agrees to be bound by the terms of this Agreement.

Fiduciaries. Any person identified on the Membership Application as a guardian, custodian, trustee, representative payee, administrator/executor/personal representative, or similar fiduciary (collectively *Fiduciary*) acts in that capacity pursuant to contract, state, or federal law, regulation, or judicial authority for the benefit of the named minor/ward, person under disability, trust/beneficiary, or estate/decedent named on the account. The account is subject to the order of the Fiduciary, subject to the limitations imposed by any judicial order of which we have had prior notice and a reasonable opportunity to act. If a Fiduciary executes a power of attorney to appoint another person to act as the attorney-in-fact for the Fiduciary, we have the right, in our sole discretion, not to accept the power of attorney until the Fiduciary proves to our satisfaction that the Fiduciary has the right to delegate authority to others through a power of attorney. The Fiduciary certifies that any funds deposited into or withdrawn from the account are properly within the Fiduciary's custody and may be lawfully deposited into or withdrawn from the account in accordance with authority duly vested in the Fiduciary and that we have no duty to verify the authority of the Fiduciary to make particular deposits or withdrawals (except as expressly provided otherwise by judicial order of which we have had prior notice and a reasonable opportunity to act). The Fiduciary promises to keep records in good faith and in the ordinary course of business which detail the interests of the true beneficial owner(s) of the account at all times. All draws and transfers made to the account must be signed for by the Fiduciary.

Power of Attorney. An owner may name another individual to act on the owner's behalf using a written power of attorney. We reserve the right, in our sole discretion, to not recognize a power of attorney to act on an account. We reserve the right, in our sole discretion, to consult counsel regarding the meaning and scope of any written power of attorney and you agree to pay immediately upon our request for the cost of any such consultation. If we do recognize a power of attorney, the named attorney-in-fact (*Agent*) acts solely in that capacity for the benefit of the named owner(s) (*Principal*). Regardless of the terms in a power of

attorney, there are a number of activities we do not allow an Agent to carry out on behalf of a Principal, and both Principal and Agent agree to these limitations on powers set forth in our written guidelines, as may be revised from time to time. Both Principal and Agent certify that any funds deposited into or withdrawn from the account are properly within the Agent's custody and may be lawfully deposited into or withdrawn from the account in accordance with authority duly vested in the Agent and that we have no duty to verify the authority of the Agent to make particular deposits or withdrawals. The Agent is not an owner of the account, no funds in the account belong to the Agent by reason of that capacity, and the Agent has no right of survivorship in the account. The Agent promises to keep records in good faith and in the ordinary course of business which detail the interests of the Principal at all times. If a power of attorney is recognized, revocation or termination of the power of attorney shall be effective as to us only after our receipt of written notice of revocation or termination, or receipt of a death certificate or court order, and only after we have had a reasonable time to act upon such notice.

Club. The account is opened under the name of the club or organization (*club*), which is a group of individuals (for example, van pool clubs, social clubs, retiree societies, etc.). All individuals in the club must be eligible for membership in the Credit Union. The account is under the control of designated officers who are authorized on behalf of and in the name of the club to deposit to and withdraw from the account. The Credit Union is authorized to accept deposits and pay withdrawals as directed by the designated officers, whether payable to the order of the club or to any designated officer in an individual capacity or not. The Credit Union may require the club to provide whatever information and resolutions that we believe are necessary to protect us in connection with this account. Any resolution provided by the club shall continue in force, and the Credit Union may consider the designated officers and their signatures, respectively, to be and continue in force and with authority, until written notice to the contrary is received by the Credit Union and the Credit Union has had a reasonable opportunity to act.

C. GENERAL PROVISIONS

This part of this Agreement applies to all accounts and all Services.

1. Identification. Because we are responsible for the safety and security of members' funds, we may require you to present two forms of identification (acceptable to us in our sole discretion) when you are conducting financial transactions, including when you open accounts, make deposits and cash checks. These requirements apply to all persons who want to conduct financial transactions, including fiduciaries, agents-in-fact, and convenience persons. We will accept the following forms of identification provided all are current/unexpired and at least one must contain a photo:

Existing Members: Department of Motor Vehicles issued I.D. card or driver's license, Permanent Resident or Resident Alien I.D. card, Passport with INS Visa attached, and NASA Goddard, NASA Wallops, NASA Headquarters, NASA and U.S. military badge.

Non-members: Department of Motor Vehicles issued I.D. card or driver's license, Permanent Resident or Resident Alien I.D. card, Passport with INS Visa attached. For non-members, we also may

require secondary identification, such as a Social Security card, major credit card, birth certificate, or other official documents.

Circumstances may require that our management approve the identification you present. We are not obligated to proceed with any transaction if the forms of identification presented are not acceptable to us. In addition, the USA PATRIOT Act requires us to take extra security precautions to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. Anyone who fails to provide identification information when requested will not be permitted to open an account, be added to an account, or continue to transact on an existing account.

- 2. Schedule of Fees.** Our *Schedule of Fees* sets forth the fees for activity, overdrafts, return of unpaid orders or deposits, and other services we provide. You will pay us fees disclosed in our most current *Schedule of Fees*. We may deduct fees you owe us from any account from which any of you is entitled to withdraw funds or pay any fee by borrowing from a loan account of any of you. *In some cases, fees are imposed to act as a deterrent. Many of these fees can be reduced or avoided through your actions.*
- 3. Security and Data Recording.** You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. For some Services, we assign (or you select) a PIN or password. The PIN or password is a "security procedure" and must be used to access the Service. You agree that this security procedure is commercially reasonable and is designed to authenticate your Transactions. You understand the importance of your role in preventing misuse of your accounts and you agree to protect the confidentiality of your account, account number, and PIN or password, as well as your driver's license number and social security number. You will not disclose, and will prevent the disclosure of, your PIN or password. If the confidentiality of the PIN or password is compromised, you will notify us immediately. You are solely responsible for maintaining the PIN or password. When you access any of the Services, your instructions may be recorded. We are committed to the security of your accounts and use advanced technologies to safeguard the privacy and security of your personal information. Notwithstanding the terms of any of your existing or future resolutions or agreements with us, which may require the instructions of one or more named individuals to access funds in your account, any person granted access to Online Banking or EFT Services may authorize us to make Transactions to and from your account on your behalf. *This means that we will act upon the instruction of only ONE person, even though the account signature card, resolutions or other agreements require 2 or more signatures on checks.*
- 4. Notice.** Any notice, request or other communication you are required or permitted to give under this Agreement must be in writing and sent by certified or registered United States mail, return receipt requested, postage prepaid, to the address indicated below, unless

another part of this Agreement specifically permits or requires you to give notice by telephone or fax:

NASA Federal Credit Union
P.O. Box 1588, Bowie, MD 20717-1588

Notices will be effective upon our receipt and after we have had a reasonable opportunity to act on them.

When this Agreement specifically authorizes you to give us notice by telephone, you may call:

Phone: 301-249-1800
Toll-Free: 1-888-NASA-FCU (627-2328)
Lost or Stolen Visa Check Card or HSA Debit Card: 1-866-708-9364
Lost or Stolen Visa Credit Card: 1-800-449-7728

We will send written notice only to one owner, normally the primary member, on your account. Sending written notice to a single address constitutes notice to all owners. Notice may be given at our discretion by mail, by e-mail (if you use Online Banking) or by revising this Agreement and making it available in our branches. We will also mail you the most recent version of this Agreement upon your written request. Any notice that is mailed is considered given 48 hours after we place it in the U.S. mail, postage-paid, for delivery to your address as shown on our records. If a specific notice period or type of notice is required by applicable law, the notice will be made and will be binding in accordance with such law.

5. **Amendments.** We may change this Agreement, including the *Schedule of Fees*, and any of our rules and regulations from time to time without notice to you, except as required by law. Unless applicable law requires otherwise, all amendments will be binding upon you immediately after we give you notice. If a specific notice period or type of notice is required by applicable law, the revised terms will be binding in accordance with such law. Your use of your account or any services associated with your account after any amendment is your agreement to the amendment. If there is a conflict between this Agreement and something said by one of our employees, this Agreement controls.
6. **Severability.** If any part of this Agreement or its application to any person or circumstance is declared void, illegal, or unenforceable, the rest of this Agreement is still valid and enforceable.
7. **Governing Law and Waiver.** This Agreement is governed by and construed in accordance with federal law. In addition, except as expressly stated otherwise in this Agreement or as required by applicable law, and to the extent not inconsistent with federal law, this Agreement is governed by the internal laws of Maryland. No term of this Agreement is waived by us unless the waiver is in writing signed by us. Our failure to insist upon your strict performance of any term of this Agreement is not a waiver of the term. Mere lapse of time is not a waiver of any breach of this Agreement. Our waiver of any breach does not affect our right to enforce any of our rights later and does not modify this Agreement. **You and we agree to waive the right to a jury trial in any dispute concerning an account.**
8. **Assignment.** We may assign or delegate any of our rights or obligations under this Agreement to independent contractors or other third-party organizations. Your rights and obligations may not

be assigned or transferred without our written consent.

9. **Use of Eastern Standard/Daylight Time.** In this Agreement, all references to specific times are to Eastern Standard or Daylight Time, as applicable.
10. **Expenses.** You will pay any losses, costs, and expenses, including but not limited to our internal costs, the costs to prepare or respond to legal papers, attorneys' fees, and the costs of litigation, that we incur: in responding to any legal proceeding or process (including any subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture, or similar order) relating in any way to you or to your account; in connection with a dispute among owners or signers or resulting from suspicious activity; if we must take legal action to collect amounts you owe us; or as a result of any dispute. This includes disputes between you and us, disputes between you and third parties, and situations where we become involved in a dispute between you and an authorized signer or a third party claiming an interest in the account. It also includes situations where you or a third party take action with respect or relating to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in the dispute. We may charge such losses, costs, and expenses to your account without prior notice. If there are insufficient funds in your account, you are liable for the balance.
11. **Financial Information.** You agree from time to time, upon our request, to provide us with current financial information about yourself.
12. **New Services.** We may incorporate new options into any of the Services. By using a new option, you agree to be bound by the rules concerning that option.
13. **Equipment and Technical Requirements.** You must acquire the equipment, software, and online services necessary to access Services, such as a touch tone telephone, telephone lines, Internet Access, and a personal computer.

D. ACCOUNT TERMS AND CONDITIONS

The following terms and conditions apply to all of your accounts.

1. **Deposits.** We will act as your agent for the collection of all deposits to your account. We will verify and handle deposits consistent with this Agreement, our usual practices, and applicable law and regulations.

We are not responsible for any deposit until actually received by us in cash. We have the right to supply your endorsement to any non-cash deposits. We may, in our discretion, provide a receipt for any deposit presented to one of our tellers, subject to later proof and verification. In those instances we may perform such proof and verification after normal business hours. You will be notified of any deposit discrepancies. We may accept deposits from any source, and we need not question the authority of the person making the deposit. We may refuse to accept part or all of a deposit for any reason in our sole discretion. We may refuse to cash a check against an account and require the check to be deposited. We are not obligated to accept any deposit dated 6 months or more prior to the time it is deposited,

but we may do so in our sole discretion. We also are not obligated to accept any deposit before the date listed on the order, but we may do so in our sole discretion. We are not obligated to accept any deposit unless you write your account or other identifying number we find acceptable on the deposit, but we may do so in our sole discretion, and you authorize us to write such number on the deposit on your behalf. All deposits are received and credited by us subject to final collection, to the extent permitted by applicable law. Regardless of any final settlement, if a deposit is returned to us, we may, in our discretion and without prior notice to you, either resubmit it for payment, deduct the amount of the deposit from your account, or place a hold on your account for the amount of the deposit until liability for the deposit is determined. The credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. Dollars. Our *Funds Availability Disclosure* sets out our rules on the availability of deposits. If a claim is made against us for the recovery of all or any part of any deposit (including any items cashed by you) after final payment by us on the grounds that such deposit was altered, bore a forged signature or endorsement, or was not properly payable, we may withhold or withdraw the amount of such claim from your account until resolution of the claim.

- 2. Orders.** We are not obligated to pay any order presented against your account if the balance in the account is insufficient or uncollected. Also, we may refuse to honor any order if: there is a dispute about your account; the account is garnished, attached, pledged, or subject to a right of offset; we cannot verify the availability of funds in the account; any document we require has not been given to us; or as otherwise specified in this Agreement or in our *Funds Availability Disclosure*. In our sole discretion, and consistent with our policies from time to time, we may pay an order even if the balance in the account is insufficient or uncollected. If we do, you agree that we may charge the amount of the overdraft against any account from which any owner on the account is entitled to withdraw funds or, alternatively and in our discretion, treat the amount of the overdraft as a request for an advance from a loan account of any owner and pay the overdraft by borrowing from the loan account. In all cases where an order is presented against insufficient or uncollected funds, whether or not we pay it, you must pay the fee disclosed in our *Schedule of Fees*. From time to time, we may offer a *Courtesy Pay* program that will cover overdrafts. If we do, we will inform you about the program. We are not obligated to pay an order dated 6 months or more prior to the time it is presented for payment, but we may do so in our sole discretion. If an order is presented for payment before the date written on the order, we may, in our sole discretion, return it unpaid or pay it (unless you have provided us with a timely notice of postdating in the form required by us) without our being liable for any damages you may incur. Any orders paid will be charged against your account or be handled as otherwise provided in this Agreement. We may process withdrawals and pay orders in any sequence we determine, even if honoring a withdrawal or paying an order results in a balance in your account insufficient to pay other orders that could have been paid. If we reasonably believe that any order represents unusual activity on your account, you

authorize us to reject the order and return it unpaid. If the returned order was not properly payable, you will hold us harmless from any claims, loss, or damages as a result of our not paying the order.

- 3. Regulation D Transfer Limits.** Regulation D impacts the number of transactions we may allow on some accounts (including savings, money market, trust and club accounts). The Regulation was implemented by the Board of Governors of the Federal Reserve System, whose job is to ensure that financial institutions maintain adequate reserves for the funds they have on deposit. Regulation D affects you by limiting certain withdrawals and transfers that may be made from your Savings, Club and Money Market Accounts. The following transactions (or any combination thereof) are limited to 6 per month: overdraft agreements where money is automatically withdrawn from an account to cover overdrafts in any of your other accounts; Contact-24 Transactions or other telephone transfers from an account to other accounts or third parties; Online Banking Transactions from an account to other accounts or third parties; pre-authorized, automatic transfers (ACH) made at a predetermined time to third parties or to your other accounts, of which no more than 3 of the 6 may be made by check, Visa® Check Card, if applicable, or similar order payable to a third party. There is no limit on the frequency or dollar amount of transfers for the purpose of repaying loans and associated expenses where the loan has been made to you by the Credit Union or is serviced by the Credit Union. There are no limitations to the number of transactions that you handle on any account in person, by mail, or through an ATM. We will refuse any transactions that are not in compliance with Regulation D (checks may be returned and fees applied). *Federal Reserve Board Regulation D is a directive of the government, not of the Credit Union.*
- 4. Stop Payment Requests.** At your risk, upon your request, and subject to the provisions outlined below, we will accept a stop payment request on an order drawn on your account from the person who signed the order or from any other owner of the account. Special rules apply to certain electronic debits (see Sections H.1.m and H.2.i). To the extent this paragraph is inconsistent with those rules, the special rules apply. You may not stop payment on any certified check or any other check, or payment guaranteed by you or us. You may not stop payment on any Visa® Check Card Transaction (except for certain Transactions authorized in advance to recur at substantially equal intervals) (see Sections H.1.m and H.2.j). While payment of the order may be stopped, you may remain liable to any person, including us, who is holder of the item despite the stop payment. If you stop payment on an order, we may return it unpaid in any manner consistent with Federal Reserve and clearinghouse procedures. You will pay our fee for stop payment (see *Schedule of Fees*) and hold us harmless from all expenses and costs incurred by us, including attorneys' fees, in stopping payment. Because our processing of stop payment orders may be automated, you must provide us with the exact: amount of the order; payee; order number; account number; and any other information we may require. If all of this information is not correctly provided by you, we will not be liable if the order is paid. We will not be liable for incidental or consequential damages. If we re-credit your account after paying an order over a valid and timely stop payment

request, you will transfer to us all of your rights against the payee or other holder of the order and assist us in legal action taken against that person at a subsequent time. A stop payment request becomes effective only after we have had a reasonable opportunity to act upon it. Our receipt of your stop payment request is not timely and comes too late if: we have indicated in any manner that we will pay or honor the order as drawn (for example, notice comes too late if the order has been negotiated); the order is already in our processing system; or we do not have a reasonable time to act upon it (and you and we agree that the receipt of your stop payment request on the same day as the order is presented to us does not give us a reasonable time to act on the stop payment request). Stop payment requests may be made orally or in writing. An oral stop payment request is effective for 14 calendar days following our receipt unless confirmed by you in writing before the end of that time period. A written stop payment request is effective for 6 months following our receipt and must be renewed in writing. A stop payment request form is available at our branch offices. If you fail to renew a stop payment request before it expires, you will be deemed to have consented to payment of the order.

5. **Notice of Postdating.** At your risk, upon your request, and subject to the provisions outlined below, we will accept a proper and timely notice of postdating to prevent the payment of an order before the date written on it. A notice of postdating may be given by the person who signed the order or any other owner of the account. You will pay our fee for notice of postdating (see *Schedule of Fees*). If the order is presented before the date written on it, we may return it unpaid in any manner consistent with Federal Reserve and clearinghouse procedures. You will hold us harmless from all expenses and costs incurred by us, including attorneys' fees, in refusing payment on the order. Because our processing of postdating notices may be automated, your notice of postdating must provide us with the exact: date written on the order; amount of the order; payee; order number; account number; and any other information we may require. If you do not correctly provide all of this information, we will not be liable if the order is paid before the date written on the order. In any event, our liability for early payment of an order for which we have received a proper and timely notice of postdating is limited to your actual losses, up to the amount of the order. If we re-credit your account after paying a postdated order over a proper and timely notice of postdating, you will transfer to us all of your rights against the payee or other holder of the order and assist us in legal action taken against that person. You understand that any holder in due course of the order, including us, may be entitled to enforce payment against you despite your notice of postdating. Our receipt of your notice of postdating is not timely and comes too late if: we have indicated in any manner that we will pay or honor the order as drawn (for example, notice comes too late if the order has been certified or negotiated with a check guarantee card); the order is already in our processing system; or we do not have a reasonable time to act upon it (and you and we agree that receipt of a notice of postdating on the same day as the order is presented to us does not give us a reasonable time to act on the notice of postdating). A notice of postdating must be made in writing and is effective for 6 months following our receipt and must be renewed and/or cancelled

in writing. If you fail to renew a notice of postdating before it has expired, you shall be deemed to have consented to payment of the order at any time. In any event, a notice of postdating will cease to be effective at the earlier of the date written on the order or the expiration of the notice of postdating, and the order may be paid by us and charged against your account if presented to us after that time.

6. **Automated Processing and Check Stock.** We have adopted automated collection and payment procedures so that we can process the greatest volume of deposits and orders at the lowest possible cost to all members. These automated procedures rely primarily on information encoded onto each order in magnetic ink and do not read, for example, any restrictive instructions that you write on an order, such as *Void after 90 Days*, or *Two Signatures Required for Amounts Over \$5,000*. You agree that in paying or taking an order for collection, we may disregard all information on the order other than the drawer's signature, the identity of the drawee or payable through bank, the amount of the order, and any other information encoded onto the order in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the order. You will reimburse us for any loss or expenses we incur because you issue or deposit an order containing such extra information. You agree that we do not fail to exercise ordinary care in paying an order if our procedures provide for limited or no sight examination. All check stock must meet minimum requirements as described in the Credit Union check ordering specification sheet. We may require that you use checks printed at specific vendors specializing in check printing. This requirement will be invoked if our processing equipment experiences higher than normal rejection rates of checks drawn on your account. If we impose this requirement, you will be responsible for any and all expenses associated with check printing.
7. **Access to Your Account by Third Party.** By giving, whether orally, electronically, or in writing, a third party information about your account (for example, your account number or the MICR information appearing at the bottom of your checks or your access numbers or devices), you are authorizing those parties to generate orders withdrawing money from your account in the amounts they draw payable to whom they identify. All orders generated by third parties who have your account information are deemed to be authorized by you. You authorize us to honor those orders and we have no obligation to re-credit your account.
8. **ACH Transactions and Other Transactions.** Under the operating rules that apply to ACH Transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. You agree that we may notify you of the receipt of ACH and other electronic payments in the periodic statements we provide to you. If periodic statements are not provided to you, you agree that we are not obligated to provide you with notice of receipt of payments. ACH operating rules provide that credit given by us to you for ACH credit entries is provisional until we receive final settlement for the entry through a Federal Reserve Bank or otherwise receive final payment. If we do not receive final

settlement, we are entitled to a refund of the amount credited to you in connection with the entry, and the party that originated the payment to you shall not be deemed to have paid you. You will be bound by these rules. ACH deposits are posted to your account on the Settlement Date according to the ACH operating rules. For both ACH credits and debits and funds transfers into your account, the account number will be the primary validation point for posting purposes, and, when provided, the member name will be used as a secondary validation. However, in our sole discretion, we may return ACH credits and debits and funds transfers if member name and account number do not match.

Receivers of International ACH transactions (IAT) should be aware that NASA Federal Credit Union may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification against the Specially Designated Nationals (SDN) list. This action may affect settlement and/or availability.

- 9. Your Obligations.** You will notify us of any change in your name, address, phone number, e-mail address or employment within 15 days of the change. You will safeguard your account, account information, and order forms. You will immediately report to us any lost or stolen orders and any unauthorized transaction on your account. You will request a stop payment on any lost or stolen orders. We are not liable if we pay any lost or stolen order that is forged or altered if the order would not have been paid if you had reported or stopped payment on it in a timely manner. You will notify us immediately if any confidential information about your account is disclosed to an unauthorized person. You are responsible for any transaction involving your account made with the use of such information. If you report any unauthorized transaction on your account, you will cooperate with us in our investigation of the claim and prepare an affidavit and forgery report satisfactory to us. You also will file a criminal report against any suspected wrongdoer or any alleged wrongdoing. If you fail to do so or if you enter into any settlement or restitution agreement with a wrongdoer without our consent, you waive any claims against us. We have a reasonable time to investigate any claimed loss and we have no obligation to provisionally credit your account. Our maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had you exercised ordinary care. In no event will we be liable for special or consequential damages or for attorneys' fees. We will not be liable for any orders that are forged or altered in such a way that such forgery could not be reasonably detected.
- 10. Death of an Owner.** Without liability, we may accept deposits payable to an owner or pay orders drawn by or on behalf of an owner who died until we have actual notice of the death and have had a reasonable opportunity to act on that notice. We will require appropriate proof of death and proof of a claimant's authority before releasing funds in the account to a third party or otherwise taking direction from a third party regarding the account. We can require anyone who claims funds in your account after your death to indemnify us for any losses resulting from honoring that claim.

- 11. Statutory Lien/Right of Offset.** Federal law gives us a lien against all assets you have with us, including funds in your accounts, if you are in default on a financial obligation owed to us. We have the authority to offset against your account at any time and without notice, for your indebtedness to us. Any indebtedness of any one of you or all of you, whether individual or joint, direct or indirect, primary or secondary, now owing or hereafter owing, may be charged to any account in your name or in your name and the name of another or other account owners, including accounts held by husband and wife. You agree to hold us harmless and indemnify us in the event the account is offset for the debt of less than all owners. We will not be liable if such a deduction causes orders to be dishonored because of insufficient funds. This right of offset does not apply to an account if it is an IRA or tax-deferred retirement account or the person who owes us the debt is not an owner of the account, but instead has withdrawal rights only as a representative of the true owner(s).
- 12. Account Statements.** Periodically we will mail a statement concerning activity in your accounts, or we will make eStatements concerning activity in your accounts available electronically, if you elect electronic delivery. Statements will be sent only to one owner on your account, normally the primary member. Sending periodic statements to a single address constitutes notice to all owners and any owner may change the address for sending statements. Checks that we have paid are not returned to you, however, copies of checks can be obtained through Online Banking or by request for a fee (see *Schedule of Fees*). It is your responsibility to review your statements promptly and notify us of any unauthorized or questionable activity.
- 13. Checks and Other Drafts Deposited in and Drawn on Checking Accounts.** This part applies to checks and other drafts (including demand drafts, substitute checks and remotely created checks) deposited in or drawn on your checking account. Unless you notify us of an unauthorized signature or alteration or other discrepancy within a reasonable time (not to exceed 60 days) after we send or make available to you the account statement you cannot assert the unauthorized signature or alteration or other unauthorized order or deposit against us to recover any funds paid, regardless of whether or not we are able to show a loss due to your failure and you cannot assert any unauthorized signatures or alterations by the same person on orders paid by us after the reasonable time stated above elapses, but before we receive your notice. If you fail to notify us of any unauthorized payments, signatures, alterations, or forgeries within 60 days of when we send or make available to you the statement, you cannot assert a claim against us on any items in that statement, and as between you and us, the loss is entirely yours. You must notify us of any other account problem (for example, erroneous entries, unauthorized endorsements, missing or unauthorized signatures or endorsements on deposits or orders, etc.) within the 60-day period or you lose your right to hold us liable for the problem. In any event, if you do not discover and notify us of any unauthorized signature or alteration within one year after we send or make available to you your statement, you are absolutely precluded from asserting the problem against us. Special rules apply to certain Transactions (see Sections H.I.C, H.I.D, I.3.f, and I.3.g).

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

15. Legal Process Against an Account. If we receive any notice of lien, process, garnishment, execution, attachment, or other proceeding relating to you or your account, we may withhold payments of as much of the balance in your account as may be required by law and pay such amount to the court, creditor, or other party in accordance with applicable law. We will charge a fee in connection with this process (see *Schedule of Fees*). We may also place a hold on your account for a reasonable period of time to permit the parties or us an opportunity to determine who has prior rights in the funds, to file additional legal proceedings, or to resolve the action informally. We are not liable for dishonoring orders because of insufficient funds in your account due to a hold placed on the account or resulting from service charges, setoffs, levies, garnishments, liens, claims, or other legal process.

16. Closing Accounts. We may close your account at any time. An account also may be closed through a signed written authorization from the primary member. However, we reserve the right in our discretion to require the consent of all joint account owners for termination of a joint account. Closing an account does not release the owner(s) from the obligation to pay accrued fees or from liability for orders. Accounts may not be closed if there are any accounts pledged as collateral and/or unpaid loans owed to us until security satisfactory to us has been arranged. We are not responsible for payment of any order after an account is closed. We may but are not required to give notice to you requiring you to withdraw the entire amount on deposit in your account because we plan to close your account. Such notice shall also advise you that we reserve the right after the date specified in our notice not to make payment on any order drawn on your account. After the date specified, we will not be obligated to make any payment from such account except for the purpose of closing your account. We typically initiate account closures if: there has been a forgery or fraud reported or committed involving your account; there is a dispute over or change in the ownership of the funds in the account; any checks are lost or stolen; if there are returned unpaid items not covered by an overdraft protection plan; or if there has been any misrepresentation or any other abuse of any of your accounts. We also may close a certificate account upon the death of the owner who is the primary member, regardless of the status of any other joint owner of the certificate account. If you are a member of the Credit Union and all of your accounts are closed, you will cease to be a member. We will not

close your account or give you notice to do so if prohibited by law, regulation, or our bylaws.

17. Dormant Accounts, Inactive Accounts, and Unclaimed Property.

Dormant Accounts. An account is considered dormant after 6 months of no activity. Fees may be charged because of dormancy (see *Schedule of Fees*). *Checking Accounts:* If your checking account is inactive for 90 days or more, we may transfer the funds from the account into your Prime Savings account. The checking account will remain unavailable until a written request to open the account is received. Dormancy of an account will cause delays for certain transactions. An account will no longer be considered dormant once a transaction is made with respect to that account. *Inactive Accounts.* Accounts may be classified as inactive if the primary owner is age 21 or older, has only a savings and/or checking account, has a combined balance of \$200 or less, and has not made a deposit, withdrawal, or transfer in the last 12 months. Inactive accounts may be charged a monthly Inactivity Fee (see *Schedule of Fees*) for each month the account is classified as inactive. The account will no longer be classified as inactive only after a qualifying transaction has occurred (i.e., deposit, withdrawal, or transfer). If there are insufficient funds to cover the Inactivity Fee, the remaining account balance will be applied to the fee and the account status will be considered closed. If you wish to re-establish your account in the future, a new Application must be completed and a sufficient deposit must be made to cover the minimum balance requirements of any Services you request. *Unclaimed Property.* Under law, property held by a financial institution is presumed abandoned/unclaimed if there is no activity or correspondence after certain specified time periods, at which time the financial institution must turn over (escheat) funds in the account to the state. We will issue a notice to the last known address for the account and give the owner(s) at least 30 days to respond before turning the funds over to the state. You agree that as permitted under applicable law, abandoned/unclaimed accounts may be subject to reasonable service charges (see *Schedule of Fees*). You agree that we are relieved of all responsibility if your account balance is turned over to a state as provided by applicable law.

18. Release of Account Information and Obtaining Information About You and in Connection With Your Accounts.

We will disclose information to third parties about your account or the transactions you make on your accounts:

- When it is necessary for completing transactions.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency.
- As permitted by applicable state law, including the Maryland Confidential Financial Records Act.
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act.
- As described in the Privacy Notice we give you from time to time (see Part K for our current notice.)

- To our affiliates.
- When you authorize us to do so.

As a member of the Credit Union, you expressly authorize us to contact your employer and obtain information about you that we need, and you consent to the release of that information to us.

You also agree that we may use information found on checks you deposit for our own marketing activities.

E. DENIAL OF SERVICES, EXPULSION AND TERMINATION

Members (including co-signers) may lose their good standing, and may be denied benefits, for certain infractions, including but not limited to: default on a loan; causing any monetary loss to the Credit Union; or abusive or inappropriate behavior in a Credit Union office or while conducting business with a Credit Union employee. We reserve the right to suspend Services and/or terminate accounts or sub-accounts of members (including their duly authorized representative(s)) when they lose their good standing or otherwise misuse or abuse such Services or accounts. We also may suspend account activity if you do not provide account documentation or new membership applications as requested by us.

Members may be expelled by majority vote of a quorum of the Board of Directors of the Credit Union for non-participation, which includes, but is not limited to, failure to use our share, loan or other services for a prolonged period.

Members, joint owners, authorized signers, and co-signers also may be expelled from the Credit Union if they default on a loan or cause a loss to the Credit Union for unpaid fees or other charges. A Special Meeting of the membership will be held at the discretion of the Board of Directors to expel members who have caused a monetary loss to the Credit Union. Approval to expel members requires a two-thirds vote of the members present at the meeting. A notice of the Special Meeting will be sent by U.S. mail to members identified for expulsion from the Credit Union. Members may avoid expulsion by repaying their obligations to the Credit Union.

In addition, membership in the Credit Union will be terminated if a member fails to complete payment of one share within 30 days of admission of membership, does not make a deposit sufficient to cover any increase in the value of one share, or the member's share balance is reduced below the par value of one share and is not increased within 30 days to the value of one share.

F. ADDITIONAL DISCLOSURES CONCERNING SPECIFIC ACCOUNTS

Disclosures Concerning Dividends. Unless stated otherwise in this Agreement or provided for in a separate agreement, the following terms apply to all dividend-bearing accounts. Declaration of Dividends. Our Board of Directors declares dividends based on current income and available earnings of the Credit Union after providing for the required reserves at the end of the month. The dividend rate and Annual Percentage Yield

(APY) reflect the earnings the Credit Union anticipates having available for distribution. *Rate.* The dividend rate on all dividend-bearing accounts is a variable rate. The dividend rate and the APY are disclosed on the Credit Union's monthly *Current Rates* brochure. The dividend rate and APY may change every month as determined by the Credit Union's Board of Directors in its sole discretion. *Balance Computation Method.* Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the month. The average daily balance is calculated by adding the principal in the account for each day of the month and dividing that figure by the number of days in the month. *Compounding and Crediting.* Dividends are computed from the date of deposit to the date of withdrawal and are credited and compounded monthly. 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 January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above, is February 1. If you close your account before dividends are credited, you will not receive the accrued dividends. There will be no dividends credited after you have caused a monetary loss to the Credit Union as described in this Agreement under *Denial of Services, Expulsion and Termination.* Date Dividends Accrue. Dividends will begin to accrue on the business day that you make your deposit.

Par value of shares (applies to all accounts). The par value of a regular share in this Credit Union is \$5.

Prime Savings and Sub-Savings

Dividends: See *Disclosures Concerning Dividends* at the beginning Part F.

Minimum Balance Requirements: The minimum balance required for a Prime Savings account is \$5 (which represents the value of one share). There is no minimum balance required for Sub-Savings accounts.

Transaction Limitations: See Section D.3, *Regulation D Transfer Limits*. In addition, we reserve the right to require prior notice of your intention to make a withdrawal not less than 7 days and up to 60 days before the withdrawal.

Fees and Charges: See *Schedule of Fees*.

Checking

(1) Classic Checking

Dividend: There are no dividends paid on a Classic Checking account.

Minimum Balance Requirements: There is no minimum balance required to open or maintain a Classic Checking account.

Transaction Limitations: There are no transaction limitations on a Classic Checking account.

Fees and Charges: A monthly service charge will be assessed on the last day of each month. You may avoid this service charge as defined in the Membership Rewards Program. Other charges may apply to this account as outlined in the *Schedule of Fees*.

(2) VIPS Checking

Dividends: See *Disclosures Concerning Dividends* at the beginning of Part F.

Minimum Balance Requirements: There is no minimum balance required to open or maintain a VIPS Checking account and there is no minimum balance required to earn dividends.

Transaction Limitations: There are no transaction limitations on a VIPS Checking account.

Fees and Charges: If the VIPS Checking account balance falls below an average daily balance of \$2,500 any time during the month, a service charge will be assessed on the last day of the month. You may avoid the service charge as described in the Membership Rewards Program. Other charges may apply to this account as outlined in the *Schedule of Fees*.

(3) eChecking

Dividend: There are no dividends paid on an eChecking account.

Minimum Balance Requirements: There is no minimum balance required to open or maintain an eChecking account.

Additional Requirements: eChecking account users agree to conduct a majority of their routine transactions electronically. If you sign up for eChecking, you must maintain with us at all times a valid e-mail address related to your account. You agree to use and, as necessary, enroll to use, Online Banking eBranch, Bill Pay Services, eStatements, Contact-24 Services, and ATMs. You must initiate your enrollment in Online Banking, Bill Pay Services and eStatements no later than the last day of the month following the month you sign up for eChecking.

Fees and Charges: If you sign up for eChecking but do not enroll in Online Banking Bill Pay or eStatements in a timely manner or do not actively use Online Banking Bill Pay or ask to receive paper statements monthly, you will be charged a monthly fee for Online Banking Bill Pay and for statement reprints as outlined in the *Schedule of Fees*. "Active use" of Online Banking means paying at least 3 bills per month through Online Banking Bill Pay. Other charges may apply to this account as outlined in the *Schedule of Fees*.

(4) Free With Direct Deposit Checking

Dividend: There are no dividends paid on a Free with Direct Deposit Checking account.

Minimum Balance Requirements: There is no minimum balance required to open or maintain a Free with Direct Deposit Checking account.

Transaction Limitations: There are no transaction limitations on a Free with Direct Deposit Checking account.

Fees and Charges: There is no monthly maintenance fee with a recurring monthly direct deposit. There is a \$5 monthly maintenance fee without direct deposit (waived for the first two months). Other charges may apply to this account as outlined in the *Schedule of Fees*. Members with Free with Direct Deposit Checking pay no monthly maintenance fees for Online Banking Bill Pay.

(5) Student Checking

Dividend: There are no dividends paid on a Student Checking account.

Minimum Balance Requirements: There is no minimum balance required to open or to maintain a Student Checking account.

Transaction Limitations: There are no transaction limitations on a Student Checking account.

Fees and Charges: There is no monthly maintenance fee for members between the ages of 16 and 23 years old. At the age of 24, the Student Checking account will automatically convert to a Classic Checking account. Other charges may apply to this account as outlined in the *Schedule of Fees*.

Certificate (Term Share Accounts)

Dividend Rate: Current dividend rates and Annual Percentage Yields (APYs) for certificate(s) are disclosed on the Credit Union's monthly *Current Rates* brochure. You may also call the Credit Union to obtain current rate information. The dividend rate and APY for your certificate account will be disclosed on your certificate disclosures provided the day of deposit and on your periodic statements. This rate will not change during the term of your certificate unless the Credit Union notifies you at least 30 calendar days prior to any rate decrease.

Balance Computation Method: See *Disclosures Concerning Dividends* at the beginning of Part F.

Compounding and Crediting: Dividends are computed from the date of deposit to the date of maturity and are credited monthly. Dividends added to the certificate balance will compound monthly. If you close your certificate account before dividends are credited, you will not receive the accrued dividends. There will be no dividends credited after you have caused a monetary loss to the Credit Union as described in this Agreement under Part E.

Date Dividends Accrue: See *Disclosures Concerning Dividends* at the beginning of Part F.

Minimum Balance Requirements: The minimum balance required to open a certificate account is \$1,000. For a Super Share Certificate (when available), the minimum balance required is \$50,000.

Time Requirements (Maturity Date): Your certificate account will mature as noted on your certificate disclosures and periodic statements.

Early Withdrawal Penalties: Withdrawal of funds from your certificate account before maturity will result in the loss of 180 days of dividends on the amount withdrawn. If the funds withdrawn bring the balance below the required minimum, the certificate must be redeemed and 180 days of dividends will be forfeited. If the amount withdrawn has been in the account less than 180 days, all dividends on the amount withdrawn will be forfeited, and if the term of the certificate is under 180 days, the penalty is no dividends. Request for early withdrawals must be submitted in writing and signed by all certificate account owners, and the remaining balance must meet the minimum balance requirement. Penalties shall not be applied if the withdrawal is made: (1) subsequent to the death of any owner of the certificate account; or (2) as a result of the voluntary or involuntary liquidation of the Credit Union; or (3) pursuant to a mandatory (automated) withdrawal of an Individual Retirement Account (IRA) required minimum distribution (RMD). Penalties also will not apply if a certificate account owner withdraws dividends previously credited on the certificate account. If a certificate account has been

renewed, this exception allowing withdrawal of previously credited dividends only applies to dividends credited after the renewal date.

Withdrawal of Dividends Prior to Maturity: The annual percentage yield (APY) is based on the assumption that dividends will remain on deposit until maturity. Withdrawals of dividends prior to maturity will reduce earnings.

Renewal Policies: Upon maturity, your certificate account will be automatically renewed. A renewal notice will be provided by the Credit Union at least 10 days prior to maturity. You will have a grace period of at least 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds, no dividends will be paid for the grace period.

Transaction Limitations: After the certificate account is opened, you may not make deposits into the account. In addition, we reserve the right to require prior notice of your intention to make a withdrawal not less than 7 days and up to 60 days before the withdrawal.

Fees and Charges: See *Schedule of Fees*.

Money Market Account

Premier Money Market Account (PMMA) and Premier Plus Money Market Account (PPMMA)

Rate: See *Disclosures Concerning Dividends* at the beginning of Part F. The rates for money market accounts are declared on the Credit Union *Current Rates* brochure.

Balance Computation Method: See *Disclosures Concerning Dividends* at the beginning of Part F.

Compounding and Crediting: See *Disclosures Concerning Dividends* at the beginning of Part F.

Date Dividends Accrue: See *Disclosures Concerning Dividends* at the beginning of Part F.

Minimum Balance Requirements: The minimum balance requirement for a PMMA is \$10,000. The minimum balance requirement for a PPMMA is \$40,000. The applicable minimum balance must be maintained at all times. If funds in the account fall below the applicable minimum, the account must be closed and the remaining funds will be deposited into an account with lower balance requirements.

Transaction Limitations: See *Regulation D Transfer Limits in Section D.3*. In addition, we reserve the right to require prior notice of your intention to make a withdrawal not less than 7 days and up to 60 days before the withdrawal.

Fees and Charges: See *Schedule of Fees*.

Premier Advantage Money Market Account (PAMMA)

Rate: See *Disclosures Concerning Dividends* at the beginning of Part F. The rates for money market accounts are declared on the Credit Union *Current Rates* brochure.

Balance Computation Method: See *Disclosures Concerning Dividends* at the beginning of Part F.

Compounding and Crediting: See *Disclosures Concerning Dividends* at the beginning of Part F.

Date Dividends Accrue: See *Disclosures Concerning Dividends* at the beginning of Part F.

Minimum Balance Requirements: The opening minimum balance requirement for a PAMMA is \$25,000; however, after opening, there is no minimum balance requirement. If the average daily balance of your account calculated at the end of the month is below \$25,000, then a fee will be assessed (see *Schedule of Fees*).

Transaction Limitations: See *Regulation D Transfer Limits in Section D.3*. In addition, we reserve the right to require prior notice of your intention to make a withdrawal not less than 7 days and up to 60 days before the withdrawal.

Fees and Charges: See *Schedule of Fees*.

Health Savings Account (HSA)

A Health Savings Account is a savings account with a checking account component. HSA's enable you to pay for current health expenses and save for future qualified medical and retiree health expenses on a tax-free basis. You must be covered by a High Deductible Health Plan (HDHP) to be able to take advantage of HSA's. Please ask to see the separate agreements and disclosures for HSAs.

Note: The Credit Union is not an accounting or law firm and does not and will not provide tax or legal advice in connection with your HSA. Please consult with your tax advisor for further information regarding the tax implications of an HSA.

Contributions: Your total contribution (for contributions from payroll deductions, employer deductions, as well as any direct contributions that you elect to make) must **NOT** exceed the amount allowable by law. You are responsible for making sure that the contributions to the HSA account do not exceed your individual maximum. In addition, if you are age 55 or older, you may make an additional contribution to your HSA account according to the U.S. Government/IRS Guidelines established each year. If you exceed your allowable contribution, you may be subject to an excise tax on excess contributions.

You can track your contributions via Online Banking eBranch, Contact-24 and optional monthly statements so you can prepare your taxes. In addition, we will provide you with a copy of tax statements which report annual tax year contributions for your records. You are responsible for tracking which contributions are made on a pre-tax basis and which are made on a post-tax basis. This information is required for filing your tax return.

Dividends: See *Disclosures Concerning Dividends* at the beginning of Part F.

Minimum Balance Requirements: There is no minimum balance to open and/or maintain the account.

Transaction Limitations: There are no transaction limitations on the HSA account.

Fees and Charges: There is no monthly maintenance fee to maintain the account. Other charges may apply as outlined in the *Schedule of Fees*.

Individual Retirement Account (IRA)

Individual Retirement Accounts are available. Please ask to see the separate agreements and disclosures for IRA.

G. FUNDS AVAILABILITY DISCLOSURE

This disclosure describes your ability to withdraw funds at NASA Federal Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this agreement.

Your Ability to Withdraw Funds. It is the policy of the Credit Union to follow the guidelines contained in the federal regulation 12 CFR 229 Availability of Funds and Collection of Checks (Regulation CC), in determining the delay of funds from deposited items. During the delay you may not withdraw funds from the deposit and the funds will not be used to pay checks you have written. In certain instances, funds from these items will be available immediately, as described in this disclosure.

Determining the Availability of a Deposit. When we delay the availability of a deposit, the length of the delay is determined by counting the business days up until 4:00 PM from the date of your deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit to an ATM that we own or operate after 12:00 PM or on a day we are not open, we will consider the day of deposit to be the next business day.

The length of the delay may vary depending on the type of the deposit and is explained below.

Immediate Availability. Our eDeposit service enables you to receive immediate availability of a deposit up to \$1,500. (See Section I.4.e for eDeposit.)

Same-Day Availability. Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability. Funds from the following deposits are available no later than the first (1st) business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks or drafts drawn on NASA Federal Credit Union

Next-Day Availability For Certain Deposits Made in Person. Funds from the following deposits are available no later than the first (1st) business day after the day of your deposit if you make the deposit in person to one of our employees. Checks and money orders may be payable to the account holder(s):

- Cash
- State and local government checks (DC, MD, and VA)
- Cashier's, certified, teller, and official bank checks
- Official Payroll Checks (see definition below)
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders.

If you do not make your deposit in person to one of our employees (for example, made at an ATM or mailed in), funds from these deposits will be available no later than the second (2nd) business day after the day we receive your deposit.

Official Payroll Checks. Well known and recognizable companies and select employee groups listed on our field of membership charter or checks that can be identified as payroll though a payroll stub and pattern of consecutive deposits.

Availability of Other Check Deposits. The delay for other check deposits depends on whether the check is a local or non-local check. Local checks are checks with Routing Numbers in our local Federal Reserve check processing region and credit union share drafts drawn on credit unions located anywhere in Maryland, Virginia or the District of Columbia. Our policy is to make funds available from local and non-local checks available as follows:

1. **Local checks.** The first \$100 from the aggregate of deposits will be available no later than the first (1st) business day after the day of your deposit. The remaining funds will be available on the second (2nd) business day after the day of your deposit.
2. **Non-local checks.** The first \$100 from the aggregate of deposits will be available no later than the first (1st) business day after the day of your deposit. The remaining funds will be available on the fifth (5th) business day after the day of your deposit.
3. **Local and non-local checks.** If you deposit both categories of checks, \$100 from the aggregate deposit will be available no later than the first (1st) business day after the day of your deposit, not \$100 from each category of checks.

Longer Delays May Apply. Additionally, funds deposited by check may be delayed for a longer period under the following circumstances:

- There is reason to believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- A check is re-deposited that has been previously returned unpaid
- You have overdrawn your account and/or have had return deposits repeatedly in the last 6 months
- There is an emergency, such as a failure of computer or communication equipment

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

Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, travelers, and federal, state and local government checks will be available on the next business day after the day of your deposit if that deposit meets certain conditions. For example, the checks are payable to you. The excess over \$5,000 will be available

on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check payable to you) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other checks will be available no later than the ninth (9th) business day after the day of your deposit.

When depositing or cashing a check, please note:

1. **Rights:** We reserve the right to verify the availability of funds from checks you present for deposit or cashing. Additionally, we reserve the right to hold funds already on deposit when cashing check or check-like items. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited the item. Additionally, the Credit Union reserves the right to require advance notice of a withdrawal, as provided in its Bylaws.
2. **Endorsements:** Endorse checks exactly as printed in the payee line.
3. **Identification:** (See Section C.1 for Identification.)
4. **Multiple Payee and Third Party Checks:**

Multiple payee. Checks made payable to more than one person. If a check payable to two or more persons is ambiguous as to whether it is payable to the persons together or apart, it may be negotiated by any one of the payees (that means a check payable to more than one person that does not include the word “and” between the names may be negotiated by any one of the persons named on the check).

Third Party. (Checks payable to one party who endorses the check over to another party.) All payees must endorse the check regardless of the amount. Third party checks will be accepted for deposit in our sole discretion.

Multiple-payee and third party checks in excess of \$500. All payees must be present (with valid I.D.) or named on the account in order for the Credit Union to accept these items for deposit or cashing.
5. **State or Local Government, U.S. Treasury Checks, and Insurance Checks:** These items must be endorsed exactly as printed and all parties named on the check(s) must be present (with valid I.D.) or named on the account of deposit in order for the Credit Union to accept these items for deposit or cashing. Regardless of the amount we do not accept third party checks referenced in this section.
6. **Night Depository:** Deposits made at the night depository are considered made on the business day that the item is removed from the depository.
7. **ATM Deposits:** Deposits are accepted at full function ATMs identified as NASA Federal or through a CO-OP deposit taking terminal. Funds from ATM deposits may not be available immediately. Deposits made at a nonproprietary ATM will be available no later than the fifth business day after the date of deposit for “Next-Day Available Items.” All other deposits made at a nonproprietary ATM will be available no later than the tenth (10th) business day after the date of deposit.
8. **Service Centers and Shared Branches:** A transaction at a service center or a shared branch is a transaction at another institution

that has agreed under contract to act on our behalf. When you use these facilities, you are subject to the other institution’s funds availability policies, which may differ from ours.

H. ELECTRONIC FUNDS TRANSFERS

This part of this Agreement contains important information about some of our electronic banking services. The terms of this part include the instructions and other material provided by the System (as defined below) for the EFT Services you access.

DEFINITIONS: In this part, these words have the following meanings:

ATM means an automated teller machine either operated by the Credit Union or that is part of a network that accepts the Card.

Business day(s) means Monday through Friday, excluding holidays.

Card means the access device we issue you that permits you to use ATMs, POS Terminals and, in the case of Visa Check Cards only, merchants and financial institutions who accept Visa to conduct Transactions. The term includes ATM Cards (that bear our logo, but not the Visa logo), Visa[®] Check Cards and Visa HSA Debit Cards (that bear both our logo and the Visa logo).

EFT Service(s) means all of our electronic banking services except Online Banking, including ATM Cards, Visa Check Cards, Visa HSA Debit Cards, electronic direct deposits and debits, Contact-24 and one time electronic fund transfers initiated using information from a check.

System means the components that permit you to make Transactions through the EFT Services, such as ATMs, POS Terminals, telephone lines and equipment, and the ACH system.

PIN means the Personal Identification Number or personal security code, whether one or more than one, that you choose or we assign that allows you to access one or more EFT Services.

POS Terminal means an electronic Point-Of-Sale terminal that is part of a network that accepts the Card to pay for purchases from your Primary Checking account.

Primary Account means the account, whether one or more than one, that you designated as your Primary account(s) for certain EFT Services.

Primary Checking Account means the checking account you designated for access to certain EFT Services as described below.

Visa Purchase(s) means the use of a Visa Check Card or Visa HSA Debit Card to purchase goods or services from a merchant, or to obtain cash from a financial institution, who processed the Transaction as a Visa Transaction and did not require a PIN.

1. General Terms.

Section H.1 contains terms and disclosures that apply to all EFT Services. Sections H.2 through H.4 contain additional information that applies to specific types of EFT Services.

- a. **Access.** Only an authorized signer for all accounts being registered for EFT Services may request access to the EFT Services through

our procedures for the applicable EFT service. If you want to add other accounts later, send a request through the “Customer Service” screen on the Web site or contact us as described in Section C.4.

- b. Designation of Accounts and Request for EFT Services.** You request that we make each of your accounts designated as part of an application available for access through the EFT Services you specify. You request us to include those accounts and EFT Services that you designate in the future through a method acceptable to us. You promise that you are authorized to make all such requests and to have such accounts and EFT Services included.
- c. Your Liability for Unauthorized Transfers.** If you believe your Card has been lost or stolen, or that your PIN has been discovered by someone else, or that someone has conducted or may conduct a Transaction without your permission, contact us immediately as described in Section C.4. You should also contact us as described in Section C.4 if you believe a Transaction has been made using the information from your check without your permission. Calling us is the best way to reduce possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you learn of the loss or theft of your Card/PIN and tell us within 2 business days, you can lose no more than \$50 if someone used your Card/PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card/PIN, and we can prove we could have stopped someone from using your Card/PIN without your permission if you had told us, you could lose as much as \$500. You will not be liable for any unauthorized Visa Purchases unless we determine that you were grossly negligent or fraudulent in the handling of your account or Visa Check Card/Visa HSA Debit Card.

Also, if your statement shows Transactions that you did not make, including those made by Card, code or other means, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost, if we can prove that we could have stopped someone from taking the money had you told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit. Notice of lost Cards or PINs or unauthorized Transactions is considered given to us either in person, by telephone or in writing. If you notify us in writing, notice is considered given at the time you place the notice in the mail or when you deliver the notice for transmission by any other means.

- d. Errors or Questions About Your Electronic Transactions.** Contact us at the number or address in Section C.4 as soon as possible, 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.
- (i) Tell us your name and account number (if any).
 - (ii) Describe the error or the Transaction you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
 - (iii) 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business 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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated Transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. For Visa POS Purchase Transactions, we will credit your account within 10 business days.

We will tell you the results within 3 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.

- e. Periodic Statements; Receipt and Confirmation.** You will receive a monthly statement for any account that has a Transaction that month. In any event, you will get a statement at least quarterly. (Information on receipts that may be available are discussed in Sections H.2-4).
- f. Limitations on Frequency and Dollar Amount of Transactions.** Federal banking regulations that restrict transfers and withdrawals from certain accounts are discussed in Section D.3. There are additional limitations on the dollar amount and/or number of Transactions that you may make under the various EFT Services per processing cycle (approximately daily) and they are discussed in greater detail in Sections H.2-4 below. In all cases, security concerns may lead to other limits on the number or dollar amount of Transactions you may make from time to time.
- g. Liability for Incomplete Transactions.** If we do not complete a Transaction to or from your account on time or in the correct amount according to this part, we will be liable for your losses or damages. However, there are exceptions to our liability. We will NOT be liable, for instance:
- If, through no fault of ours, you do not have enough money (available funds) in your account to make the Transaction.
 - If the Transaction would go over the credit limit on your overdraft line.
 - If the ATM where you are making the Transaction does not have enough cash.
 - If the System was not working properly and you knew about the breakdown when you started the Transaction.
 - If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.

- If you have not properly followed instructions for operation of the System.
- If the funds in your account are subject to a “hold” due to legal process, similar encumbrance or as otherwise permitted in this Agreement.
- If the Transaction would exceed one of the established limits contained in this part of the Agreement.
- If we did not receive a direct deposit instruction.
- If the account is dormant.
- If your own components making up the System were not functioning properly.
- If we received incomplete or inaccurate information from you or a third party involving the account or Transaction.
- If we have a reasonable basis for believing that unauthorized use of your PIN or account has occurred or may occur.
- If we or you have terminated this part of the Agreement or closed the account. There may be other limitations for the particular EFT Service in this part.

h. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or the Transactions you make as described above in Section D.18.

i. Availability of the EFT Services, Posting of Transactions and Time of Day. Generally, you can use the EFT Services to access your accounts 24 hours a day, 7 days a week. It is necessary to suspend access to the EFT Services on a regular basis to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night. We can extend the periods or times when the EFT Services are unavailable to do more extensive maintenance, upgrades or to resolve system problems.

Also, in determining the daily cut-off time that a Transaction is deemed to be initiated as of the day you enter it, consult Sections H.2-4. We can change these cut-off times without prior notice.

j. Charging Your account; Available Balances to Make Transactions. You authorize us to charge the account you designate for each Transaction and you will have sufficient available collected funds available in the account for this purpose. Refer to Sections H.2-4 for more information on the posting of Transactions. If any Transaction you request exceeds the balance of available collected funds in the account either at the time you request the Transaction or at any later time that your account is scheduled to be debited, we need not make such Transaction and will not be liable to you if we don't. If we elect to make such Transaction, an overdraft will be created.

k. Fees. See our *Schedule of Fees*.

l. Termination. At any time, we may terminate your right to make Transactions or cancel this part of the Agreement. We may give notice of termination or cancellation, but we are not obligated to do so. Your Card and/or PIN may not be used after we terminate it, or after your accounts are closed. You may terminate or cancel your right to use any EFT Service by giving us notice. Your notice of termination will become effective no later than the end of the

first business day following our receipt of your notice, except for Contact-24 where you must give us at least 3 business days advance notice. Termination by one account owner terminates the Card Service (and its PIN) only for that owner; termination by one account owner terminates Contact-24 for all account owners. Termination will not affect any liability incurred by you prior to termination.

m. Preauthorized Payments.

i. 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. Call us or write to us at the numbers and address indicated in Section C.4, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. You must tell us the company name of the payee-originator and the debit amount. Within 14 days, you must put your stop payment request in writing (if you called us). Within 14 days, you also must give us a copy of the notice to stop Transactions you gave to the payee-originator or we may honor subsequent debits to your account by the same payee-originator. The charge for stopping payment is listed in the Schedule of Fees.

ii. Liability for Failure to Stop Payment of Preauthorized Payments. If you order us to stop a preauthorized payment from your account 3 business days or more before the Transaction is scheduled, and we do not do so, we will be liable for your losses or damages as provided under law.

iii. Notice of Varying Amounts. If regular direct debits may vary in amount, the person you are going to pay is required to 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.)

2. ATM, Visa Check Card Use, Visa HSA Debit Card Use, ATM Services, and POS Services

These are the terms governing your use of Cards, ATM Services and POS Services, in addition to the terms in Section H.1. You must have a valid Visa Check Card, Visa HSA Debit Card or ATM Card and PIN (when required) to transact business at ATMs and POS Terminals.

a. Lost or Stolen ATM Cards, Visa Check Cards or Visa HSA Debit Cards. To report a lost or stolen ATM, Visa Check Card or Visa HSA Debit Card, call the numbers indicated in Section C.4 during normal business hours. Outside of these hours and on banking holidays, call our after hour telephone number listed in Section C.4.

b. Use of the Card and PIN; Cancellation. Only the individual to whom the Card has been issued may use the Card and PIN. We are not responsible for any loss if you let someone use your Card or PIN, even if their use exceeded your instructions. Transactions at an ATM or POS Terminal by the use of the Card and your PIN (if required) shall be deemed to be Transactions made or authorized by you, except as otherwise provided by law. See Section H.1.g for

limitations on liability. You may not use your Card for gambling (including betting, lottery tickets, casino or online gambling) or for any illegal purpose.

The Card is our property. We may revoke or limit all Cards without liability or advance notice. You will give the Card back to us when we ask. You will not keep your PIN with your Card or write your PIN on your Card, the Card carrier or any paper you carry with the Card. A Card with the PIN written on it will be confiscated and privileges may be revoked. We may cause an ATM to retain your Card without notice to you. You may cancel ATM Service or use of your Card at any time after you give us written notice of cancellation. Your cancellation of ATM Service or your Card may act as a cancellation for any joint owners on your accounts who have been issued their own Cards. Any cancellation will not affect liability you incurred prior to termination.

c. Charges in Foreign Currency. Visa converts any Transaction made to the Visa Check Card (purchase, credit, cash disbursement, ATM, or reversals) in foreign currency to U.S. dollars. The currency conversion procedure that Visa International uses multiplies the foreign currency Transaction by an exchange rate to convert it into a U.S. dollar amount. The exchange rate between the Transaction currency and the billing currency used for processing international Transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate is subject to change by Visa. The date the exchange rate is applied by Visa is either the date the Transaction is processed or the day before the date the Transaction is processed. This means that the exchange rate applied to your foreign Transaction may differ from the rate on the date of your Transaction. In addition, an International Transaction Fee of 1% of the Transaction amount will be assessed and will be shown independently of the Transaction on your statement.

d. Transaction Business Days. Transactions made on Saturdays, Sundays, banking holidays, or after the close of business on normal business days will be posted the next business day. Deposited funds may not be available for immediate withdrawal. See Part G for more details.

e. Types of Transactions. You may use your Card and PIN at any NASA Federal Credit Union ATM to:

- Make deposits into your account(s)
- Withdraw cash from your account(s)
- Transfer funds between your account(s)
- Determine the available balance in your account(s)
- Make loan payments on your Credit Union loan(s)
- Any additional options available at the ATM you are using

You may use your Card and PIN at any non-NASA FCU ATM that is part of a network that accepts the Card to:

- Withdraw cash from your Primary account(s)

- Transfer funds between your Primary account(s)
- Determine the available balance in your Primary account(s)

f. Purchases at POS Terminals. You can buy goods and services with your Card and PIN at any POS Terminal that is part of a network that accepts the Card. Payment for these purchases will be withdrawn from your Primary Checking account. As part of the purchase, you may be able to get cash back, depending on the policies of the merchant of the goods or services.

g. Visa Check Card/Visa HSA Debit Card Use to Obtain Cash Advances and Make Visa Purchases. In addition to using your Visa Check Card/Visa HSA Debit Card at ATMs and POS Terminals, your Visa Check Card/Visa HSA Debit Card is accepted at any Visa merchant location or any Visa member bank branch. You can use your Visa Check Card/Visa HSA Debit Card and your signature to make Visa Purchases at Visa merchant locations just as you would with a credit card. You also can use your Visa Check Card and signature to obtain cash advances at any member bank branch. Using your Visa Check Card is another way of accessing your Primary Checking account and each use will result in a debit against your Primary Checking account. You authorize us to debit or credit, as applicable, your Primary Checking account for the total amount of any purchase, authorization request, cash withdrawal or credit voucher originated by use of the Visa Check Card. Your Visa HSA Debit Card accesses your HSA account and each use will result in a debit against your HSA account. You authorize us to debit or credit, as applicable, your HSA account for the total amount of any purchase, authorization request, cash withdrawal or credit voucher originated by use of the Visa addition, the HSA Debit Card. The Visa HSA Debit Card should only be used for qualified medical expenses and any non-qualified expenditure must be reported to the Internal Revenue Service (IRS). All distributions made using the Visa HSA Debit Card will be reported to the IRS as a normal distribution.

h. Limitations on Dollar Amount of Transactions with Your Card. The limit on cash withdrawals at ATMs per processing cycle (approximately 24 hour period, midnight to midnight) is \$500. We or the ATM owner may set additional limits on the amount of cash you may withdraw in one Transaction or during a specified period of time. For POS Terminal purchases with a Card when a PIN is required, including cash back at POS Terminals (if available), the limit is \$500 per processing cycle. When using a Visa Check Card/Visa HSA Debit Card to make Visa Purchases when no PIN is required, the limit per processing cycle is \$4,000. In any event, no withdrawals may exceed the available balance of the account (plus any overdraft credit line) from which the withdrawals or purchases are made. Other limitations are discussed in Section H.1.f.

i. Fees. Refer to our *Schedule of 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 funds transfer). These fees are in addition to any fee we charge to perform withdrawals at non-NASA ATMs.

- j. **Stop Payments.** You do not have the right to stop payment on any Transaction originated by use of your Visa Check Card or Visa HSA Debit Card except for preauthorized payments (see Section H.1.m).
- k. **Receipts.** At your option, you will receive a printed record after each successful ATM Transaction. When you use your Card to perform VISA Purchases or Transactions at POS Terminals, your copy of the sales slip will be your receipt.
- l. **ATM and Night Depository Security.** Here are some important security tips to remember about your Card and PIN and when conducting ATM or Night Depository transactions. You should keep your Card secure, and:
 - Treat your Card like cash. Keep your Card in a safe place so it cannot be lost or stolen.
 - Memorize your PIN. Never write it on your Card or store it with your Card.
 - Check your Card receipts against your monthly statement to guard against fraud.
 - Report lost or stolen Cards at once. Even though your Card cannot be used without your PIN at an ATM, it is important to contact us as soon as you discover your Card is missing. If you do so, you will be issued a new Card.

When using ATMs or Night Depositories you should:

- Be aware of your surroundings, particularly during the hours of darkness.
- Be accompanied by another person during the hours of darkness.
- Refrain from displaying cash, place cash in a pocket as soon as the transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- Use another location or return at a later time if anything suspicious is noticed.
- Cancel a transaction, place the access device in a pocket and leave if anything suspicious is noticed.
- Immediately report all crimes to us or the operator of the location and to local law enforcement officials.

3. Electronic Check Conversion and Direct Deposit and Direct Debit Service.

- a. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
 - i. Pay for purchases.
 - ii. Pay bills.
- b. We support recurring deposits directly into any of your accounts. This is a pre-authorized credit for items such as social security or payroll automatically deposited into your account. We also support recurring withdrawals directly from your account that you authorize for automatic payment of loans, services, insurance premiums, etc., called direct debits or regular payments. See Section D.3 for limitations on direct debits from savings and money market accounts.

- c. **Fees.** There are no fees imposed for these EFT Services at this time.
- d. **Confirmation of Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may or may not receive proof of the deposit from the person or company making the deposit. If such person or company normally gives you notice of deposits, you will not receive any other notice from us. If the person or company does not give such notice, you can call us at the number indicated in Section C.4 or check on your periodic account statement to find out whether or not the deposit was made. You may also use Contact-24 or eBranch to access the information electronically.

4. Contact-24

Contact-24 generally gives you access to your accounts 24 hours a day, 7 days a week. A PIN must be used to access your accounts. You can reach us by secure e-mail within eBranch or at support@nasafcu.com.

- a. **Available EFT Services.** You may access your account through Contact-24 (Telephone Banking) to:
 - Obtain balance and statement information
 - Review recent transaction information
 - Get loan advances from your lines of credit with us
 - Transfer funds between your accounts or Loan accounts
 - With authorization, transfer funds to other members' accounts
 - Request information and apply for other Credit Union products/services
- b. **Limitations on the Dollar Amount of Transactions.** You may transfer the available balance from an account to another account.
- c. **Fees.** Refer to the *Schedule of Fees*.

I. ONLINE BANKING

This part of the Agreement provides important information about Online Banking that permits you to perform many finance-related functions through the use of your personal computer and Internet Service Provider software. Unless indicated otherwise, in this part "accounts" refers to all of your share and loan accounts with us that you have linked to your Primary Account. In this part, Business day(s) means Monday through Friday, excluding holidays.

1. Enrollment

Each account holder who wishes to use Online Banking must enroll. You must separately enroll for certain Online Banking services, such as Bill Pay. If there is more than one account holder, any account holder may enroll. To the extent allowed by law, you are liable for all Transactions you make or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us. All joint owners can view and access all joint accounts linked to Online Banking.

2. eBranch Services

By enrolling in basic eBranch you may:

- View current balance information and history of your accounts.
- Transfer funds between your accounts on either a one-time or recurring basis, including payments to a NASA Federal installment loan or mortgage
- Transfer funds from your accounts to other NASA Federal share accounts for which you have cross-account access
- Transfer funds from your accounts to deposit and investment accounts in other financial institutions
- Transfer funds from deposit and investment accounts in other financial institutions to your accounts and to NASA Federal installment loans and mortgages
- View check copies online
- Download account history to Quicken or Microsoft Money
- Make a withdrawal by check from an account
- Open and fund certain new share accounts
- Make eDeposits and receive immediate availability of funds
- Request to skip a payment on eligible installment loans
- Apply for an installment or mortgage loan
- Stop payments on checks
- Perform self-service account maintenance, such as re-ordering checks, ordering copies of paid checks, stopping payment on checks, changing address and phone, and changing your eBranch password
- Communicate with us using secure online e-mail messages

After you enroll in basic eBranch, you may separately enroll to pay bills online, receive eAlerts or view your account statements online with eStatements.

Some eBranch services may not be available for all accounts.

3. Terms & Conditions that Apply to all Online Banking Services

- a. **Service Availability.** Generally, you can use Online Banking 24 hours a day, 7 days a week. It is necessary to suspend access to Online Banking on a regular basis to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night.

WE PROVIDE ONLINE BANKING "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We are not responsible for any errors or failures caused by the malfunction of Online Banking. We also are not responsible or liable for any computer virus caused by use of Online Banking. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we are not liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this part of the Agreement or Online

Banking, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control

- b. **Security.** The Online browser you use for eBranch must meet the level of security we require from time to time. You must supply and use virus protection programs to scan your computer and related materials for viruses and remove them. We are not responsible for any viruses you may encounter. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Data transferred via Online Banking is not encrypted. Requests for personal information, such as your account number, should only be sent to us through your eBranch eMailbox. We cannot and do not warrant data transfers utilizing the open Internet.

For the security of your accounts, we recommend changing your password at least every 90 days.

Some of our Online Banking Services allow you or your Administrator to set Transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transfers.

Online Banking uses "challenge questions" to which you supply answers known only to you. Randomly or at specific times, Online Banking will ask you to supply an answer to one or more of your pre-selected questions to verify your identity.

- c. **Electronic Alert Services.** After you enroll in basic eBranch, we will send you Automatic e-mail Alerts. (You also may separately enroll to receive eAlerts described below at Section 1.4.d.) Basic eBranch sends Automatic Alerts following certain changes made to your account using basic eBranch, such as a change in your e-mail or home address, telephone number, or password.

Both Automatic Alerts and eAlerts

- Will be sent to the e-mail address you have provided as your primary e-mail address for Online Banking. You can choose to have eAlerts sent to other addresses including a mobile device that accepts text messages.
- May be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any eAlert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an Alert.
- Are unencrypted. We will never include your password or full account number. However, Alerts may include your name and some information about your accounts. Depending upon which Alerts you select, information such as your account balance or the due date for your credit card payment may be included. Anyone with access to your e-mail will be able to view the contents of these Alerts.

d. Available Funds. You agree to have available and collected funds on deposit in your account sufficient to pay for all bill payments and other Transactions requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a bill payment or other Transactions if you fail to comply with this requirement or any other term of this Agreement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You agree that we, at our discretion, may charge any of your accounts to cover such payment obligations.

e. Problems, Inquiries and Contact Information in Event of Unauthorized Transfer. NASA Federal representatives will be available to assist you Monday through Friday, from 8:00 a.m. to 4:15 p.m. You can contact us through your eMailbox inside of eBranch or by e-mail at support@nasafcu.com or as described in Section C.4.

f. Your Liability for Unauthorized Transfers. Tell us AT ONCE by contacting us as directed in Section C.4 if you believe your account number and/or password has been lost, stolen or compromised, or that someone to whom you have granted authority to use your account number and/or password has exceeded such authority or if someone has transferred or may transfer money from your accounts without your permission. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows Transactions that you did not make, including those made by card, code or other means, tell us at once.

You could lose all the money in your accounts (plus your maximum overdraft line of credit).

(This paragraph applies only to Personal accounts) If you tell us within 2 business days, you can lose no more than \$50 if someone used your account number and/or password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your account number and/or password, and we can prove we could have stopped someone from using your account number and/or password without your permission if you had told us, you could lose as much as \$500.

(This paragraph applies only to Personal accounts) 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 good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit.

g. Errors or Questions About Your Electronic Transactions. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, please contact us as soon as possible as directed in Section C.4. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.

- Describe the error or the 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.
- 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.

(This paragraph applies only to Personal accounts) We will determine whether an error occurred within 10 business 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 to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business 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 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. For errors involving new accounts, point-of-sale, or foreign-initiated Transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 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.

h. (This Section applies only to Personal accounts) Liability for Failure to Make Payments. If we do not make a transfer on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- You have not properly followed the instructions on how to make a transfer contained in this Agreement
- Your computer, the phone lines or our computer systems were not working properly or were temporarily unavailable, and the problem should have been apparent to you when you attempted the transfer
- We have placed a “hold” on funds in your account with your knowledge or in accordance with reasonable business procedures
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer
- A court order such as a garnishment or other legal process prevents us from making a transfer
- We have a reasonable basis for believing that unauthorized use of your account number and/or password or designated account has occurred or may be occurring or if you default under this Agreement, the Member Services Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement

- If, through no fault of ours, you do not have enough money in your account to make the transfer or payment
- If the transfer or payment would go over the credit limit on your overdraft line
- A payee mishandles or causes delays in handling payments sent by us
- You have not provided us with the correct payee name, address, account information, or payment amount
- Circumstances beyond our control prevent the proper completion of the Transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. Mail, interruption in your electrical power or telephone, the disconnection of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your PC, operating software, modem, or telephone line

i. Our Liability For Transfers

(This paragraph applies to Personal and Business accounts) We will not be liable for negative balances on accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service or for any action by you or an authorized user of the account that results in the reversal of a deposit on the account. In no event will we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. Without liability, we may not effect a Transaction if we are unable to obtain authentication of such Transaction satisfactory to us, if there is any inconsistency between a Transaction and information previously supplied to us, if such Transaction is not initiated in conformity with the terms of this Agreement, if we reasonably believe that execution of the Transaction might result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss.

(This paragraph applies only to Business accounts) You are solely responsible for the security of your account number and/or password. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your account number and password or is otherwise processed by us in accordance with our security procedures. All Transactions made with your password are conclusively presumed to have been authorized by you. **We shall have no liability to you for any unauthorized Transaction made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** We have no liability for failing to complete a transfer to or from your account in time or in the correct amount under any circumstance listed in Section I.3.h above. In other cases, if we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from

the date on which the transfer was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or to the intended recipient of the transfer, but in no event shall we be liable to both parties and our payment to either party shall fully discharge any obligation to the other. If we make a transfer in an amount which exceeds the amount in your instructions, or if we permit an unauthorized transfer after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the transfer to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You waive any statutory right you may have to recover your attorneys' fees from us. You will defend, indemnify and hold us harmless from and against any and all claims, demands, costs, expenses (including attorney's fees), loss or damage arising out of our acting or refusing to act upon any Transaction in accordance with the terms of this Agreement.

- j. **Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the Transactions you make as described above under Section D.18.
- k. **Termination.** At any time, we may terminate your right to use Online Banking. We may give notice of termination but we are not obligated to do so. Your password may not be used after we terminate it, or after your accounts are closed. You may terminate your right to use Online Banking by giving us at least 4 business days' advance notice. Termination by one account owner terminates Online Banking for all account owners. Termination will not affect any liability incurred by you prior to termination.
- l. **Fees.** See our *Schedule of Fees*.
- m. **Periodic Statements.** You will get a monthly statement for any account that has a Transaction that month. In any event, you will get a statement at least quarterly.
- n. **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments from your account, you can stop any of these payments. Make the change in eBranch or contact us by telephone in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Within 14 days, you must put your stop payment request in writing (if you called us). You may also put a stop payment on

a check through eBranch Online Banking, in a branch office or by telephone. The charge for stopping payment on a check is disclosed in our *Schedule of Fees*.

(This paragraph applies only to Personal accounts) If you order us to stop a payment from your account 3 business days or more before the Transaction is scheduled, and we do not do so, we will be liable for your losses or damages as provided under law.

4. Terms of Particular Online Banking Services

a. Transfer Services. You may transfer funds between your accounts, from other financial institutions to your accounts and from your accounts to deposit and investment accounts in other financial institutions. A "Transfer from Another Institution" moves funds into an account at NASA Federal or to a NASA Federal installment loan or mortgage from an account outside NASA Federal. A "Transfer to Another Institution" moves funds from an account at NASA Federal to an account outside NASA Federal. You will need to register each of the non-NASA Federal accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds. It may take up to 3 business days to establish a connection with other financial institutions.

i. Processing

- Payments to credit cards and mortgages only may be made on a one-time immediate basis.
- Other transfers can be made on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, \$100 transfers from a checking to a savings account that occurs every 2 weeks.
- Immediate or scheduled one-time transfers and recurring transfers can be made from a NASA Federal checking, savings, money market or line of credit to most NASA Federal accounts.
- Transfers can be made from a NASA Federal checking, savings or money market account to some deposit and investment accounts outside of NASA Federal. Note: Some accounts outside of NASA Federal cannot be set up to receive funds.

Transfers from a share account are immediately deducted from the account's available balance.

ii. Scheduled and Recurring Transfers. For all transfers to and from other financial institutions, the submission cut-off time is 10:00 PM. Any transfer submitted after the cut-off time will be initiated the next business day.

Single future-dated and recurring Transfers from another institution will be processed from the account you own at the other financial institution at the end of the business day requested.

Future-dated and recurring transfers may be canceled prior to 10:00 PM on the business day before the date the transfer is scheduled to be made. All cancellations must be submitted within eBranch and are the sole responsibility of the account owner.

iii. Transfers to Credit Accounts. Payments to a credit card or mortgage account will be credited on the business day following the date the transfer request is submitted. Updates to account balances, funds availability, and transaction posting may take up to 2 business days.

iv. Restrictions on Transfers. Transfers and withdrawals may not be made from Certificate and IRA deposit accounts. We reserve the right to deny transfers between certain types of accounts under certain circumstances.

Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a Share Savings or Money Market account to other accounts to 6 per month. Transfers and withdrawals made through eBranch count toward this total. Refer to the Section D.3 for more information.

v. Limitations on Dollar Amounts for Transfers.

- One-time transfers, scheduled and recurring transfers between accounts with NASA Federal can be for any amount between \$.01 and \$9,999,999.99, but not more than the available share balance.
- Transfers to another institution are limited to \$10,000.00 per day, but not more than the available "to account's" share balance, including any overdraft protection limits that apply to the "transfer from" account.
- All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.

b. Bill Pay Services

i. Bill Pay Enrollment. eBranch users with a linked checking account (referred to as your Bill Pay account) may separately enroll in Bill Pay. All bill payments you make will be deducted from your Bill Pay account.

ii. Bill Pay Service. You may create an unlimited number of payees within the continental United States and United States Territories. You may also include NASA Federal as a payee by selecting NASA Federal Loan or NASA Federal Credit Card from the payee type. Each payee must be included on your payee list. Certain payees may not be paid through Bill Pay. These include government entities for the purpose of paying taxes, child support, fines, fees or other court-appointed payments, collection agencies, payees outside the U.S. and other payees we may designate from time to time. Most payments are made by electronic transmission. Some payments are made by a check drawn on the account of our Bill Pay vendor and mailed to the

payee. If the payee of a corporate check fails to negotiate the check within 90 days, a stop payment is automatically initiated and the funds are re-credited to your account.

All first time payments to a payee (other than NASA Federal) are mailed by check. When you change information regarding a payee (either the payee name and/or address), the next payment will be considered a first time payment and will be mailed by check, even if prior payments to the payee were sent electronically. Payments sent to payees electronically are signified by an "E" in the Bill Pay Service and those mailed by check are signified by a "C" in the Bill Pay Service.

You must initiate bill payments using the due date of your bill. FOR ELECTRONIC PAYMENTS, YOU MUST SCHEDULE PAYMENTS TO BE MADE AT LEAST 3 BUSINESS DAYS PRIOR TO THE DUE DATE AND FOR PAPER CHECKS YOU MUST SCHEDULE PAYMENTS TO BE MADE AT LEAST 6 DAYS PRIOR TO THE DUE DATE for each bill payment to reach the payee by the due date. After you enter the due date, Bill Pay will advise you of the withdrawal date for that payment (typically 3 business days prior to the due date for an electronic payment or 6 business days prior to the due date for mailed payments). You must have sufficient funds available in your Bill Pay account for each bill payment on the withdrawal date or you will be charged the fees disclosed in our *Schedule of Fees* available online at nasafcu.com/fees for each bill that is paid under our Courtesy Pay program or for each bill payment that is rejected. If a scheduled bill payment is rejected, you must reschedule the bill payment; it will not be rescheduled for you. You may change and/or cancel scheduled bill payments until 11:59 PM on the business day prior to the withdrawal date.

Scheduled recurring payments that fall on a weekend or a non-business day will be processed on the prior business day.

- iii. **Bill Pay Limits.** Bill payments can be for any amount between \$.01 and \$25,000.
- iv. **Bill Pay Guarantee.** If bill payments up to \$25,000 are made and scheduled properly (in accordance with this Agreement), but are posted late for reasons beyond your or our control, we will ensure that late fees and finance charges up to \$50 are removed by the merchant, or paid to them, and that your account at the merchant is appropriately noted. This guarantee only covers late fees and finance charges up to \$50 and does not cover losses incurred due to late payment or posting beyond standard late fees and/or finance charges.

If you do not allow sufficient time for the payee to receive the payment before the applicable payment due date, excluding grace periods, you assume full responsibility for all late fees, finance charges and any other actions against you initiated by a payee. You must supply the correct payee name and address and the name of the individual being billed as well as the account number as it appears on the payee's record. Please note, the guarantee does not mean that payments will be delivered and posted within 3 or 6 business days, because the

U.S. Postal Service controls the delivery date and the merchant controls the actual posting date.

We are responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee based on the circumstances outlined above.

Under certain circumstances, we will not be liable for losses or damages when bill payments do not occur. We are not liable for damages you incur in using Bill Pay, including any finance charges or late fees, for the following reasons:

- If the estimated time for delivery of payment to the payee is inaccurate
- For delays in mail delivery, subject to the payment guarantee above
- Due to change of payee's address or your account number with the payee
- Due to failure of the payee to apply the payment in a timely manner

To make a claim, you may be required to submit a copy of the bill with the due date of the bill clearly stated. You may also be required to submit proof of any fees and/or finance charges that you have incurred.

- v. **Liability.** You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. We are not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. We are not liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a payee for a Bill Payment.

c. Electronic Statement Services (eStatements)

- i. You may enroll to receive electronic statements (eStatements Service) in lieu of paper, including your account statements for deposit and loan accounts (except credit cards). By enrolling in eStatements, you give your consent to receive electronic notice of any notice or other type of communication provided to you by NASA Federal. Your consent also covers all disclosures that are required or may be provided on or with your account and/or loan statements, including, but not limited, to the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act. We will provide you links to access all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change to your e-mail address.

Once you have given your consent, we will discontinue mailing printed loan and share account statements and some notices to your mailing address of record. All future statements will be maintained on a secure website which you access

to obtain, review, print and copy/download your periodic statements or notices. Each month (or each quarter if you only receive quarterly statements) we will send an e-mail notice to the e-mail address associated with your account advising you of the availability of your eStatement and the website where you can access your statement. You may then access your statement via that website using the procedures we authorize. You are not required to enroll in eBranch Online Banking to access eStatements.

- ii. **Joint Accounts.** If your account is joint with another person, one of you may consent to receive statements electronically; that person's election to receive eStatements shall apply to both of you. We will then send the notice regarding the availability of your eStatements and other notices to the e-mail address of the Primary Member.
- iii. **Duty to Review Periodic Statements.** Your eStatement will be dated the last day of the preceding month. You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in Section D.13 or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) (see Section D.13) begin on the eStatement date regardless of when you receive and/or open the eStatement. Special rules apply to certain Transactions (see Sections H.1.c, H.1.d., I.3.f and I.3.g).
- iv. **Hardware and Software Requirements.** To access your eStatements, you will need a personal computer that has the capability of running software that can access the Internet and that can send and receive electronic mail. For accessing the Internet, we recommend that you use either Netscape Navigator 4.7 or higher or Microsoft® Internet Explorer 5.0 or higher. If you are reading this agreement online, you have the necessary hardware and software to access your eStatements.

To open and view an eStatement or any other document sent by the Credit Union, your computer system must be equipped with Adobe Acrobat software version 4.0 or higher. You may download Adobe Acrobat for free at www.adobe.com. For maximum performance, we recommend that you use either Netscape Navigator 4.7 or higher or Microsoft® Internet Explorer 5.0 or higher. To retain a copy of your statements, you will need a printer attached to your computer capable of printing Web pages. To save your statements on your computer, you can use the "Save" feature of your Internet software to save the pages to your hard drive or to some other media, such as a CD.

- v. **Your Right to Withdraw Consent.** You have the right to withdraw your consent to have your statements provided in an electronic form by going to the Account Services section

of eStatements, selecting the Settings Option, then Change Statement Delivery Method and choosing the option to disable the electronic delivery of your statement. We must receive your withdrawal of consent not less than three days before the date statements are processed for a statement period for you to receive a paper statement for that statement period. You will receive paper statements for subsequent statement periods.

- vi. **Change of E-mail Address.** You agree to notify us immediately of any change in your e-mail address. You may change your e-mail address while logged in to eBranch Online Banking or notify NASA Federal by fax to 301-249-0587 or mail to: NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20715-1588.
- vii. **Security.** You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you access it. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver's license number and Social Security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via the eStatements Service is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.
- viii. **Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that the eStatements Service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.
- ix. **Requesting a Paper Copy of a Statement.** Requests for paper copies of a statement can be made by emailing support@nasafcu.com or by calling 301-249-1800 or toll-free 1-888-NASA-FCU (627- 2328). There may be a fee for statement copies. Please refer to the *Schedule of Fees*.
- x. **Our Right to Terminate.** You agree that we can terminate our eStatements Service and revert to printed and mailed statements for any reason at any time.

d. **eAlert Services.** The eAlert Services enable you to:

- Receive Alerts via e-mail or mobile device
- Monitor specific account activity more closely
- Customize your Alerts with account nicknames
- Customize the exact mix of Alerts you would like to receive

i. **eAlerts Enrollment.** You are not required to enroll in eBranch to enroll in eAlerts. eAlerts are informational and should not be relied upon to maintain and balance your account. You are fully responsible for maintaining accurate and up-to-date bookkeeping of your account.

ii. **Joint Accounts.** If you have an account held jointly with another individual(s), any one of you may enroll in eAlerts.

e. **eDeposit Services.** eBranch users with a NASA Federal Credit Union checking account and a NASA Federal Credit Union VISA credit or check card may be eligible to use eDeposit services within eBranch.

i. **eDeposit.** You may deposit checks totaling up to \$1,500.00 into your checking account by submitting the required information into eBranch for each check. You must select “eDeposit” within eBranch, key-enter an online deposit item or multiple online deposit items and post the total amount to your account.

The total amount posted during each online deposit session (up to an aggregate \$1,500.00 maximum) will be credited to your checking account immediately.

You agree to:

- Promptly mail the contents of each online deposit session (the checks being deposited) to NASA Federal Credit Union, P.O. Box 1510, Bowie, MD 20717-1510, after you complete your session so that the deposit(s) are received by NASA Federal within 7 calendar days after the online deposit session.
- Mail only the contents of ONE online deposit session in a single envelope and do not include any other correspondence or material of any type with the deposit items.
- Include your account number on each check being deposited.
- Include your online deposit session receipt with Confirmation Number in your mailing envelope.
- Have a valid e-mail address on your account for eDeposit communication.
- Each eBranch log in that results in a posted online deposit via the eDeposit service is considered an online deposit session. After you either complete 2 online deposit sessions or you have deposited an aggregate of \$1,500.00, you will not have access to eDeposit until we receive and process all online deposit items. Online deposit items that are received and processed by NASA Federal Credit Union within the 7 day

deposit period will refresh the available eDeposit limit. For example, a \$1,000.00 online deposit will restrict additional online deposit sessions to \$500.00 (\$1,500.00 maximum limit, minus \$1,000.00) until we receive and process the online deposit item.

ii. **eDeposits Not Received or Missing Online Deposit Items.** If we do not receive the online deposit items within 7 calendar days after your online deposit session, the missing deposits will be deducted from your account. This may result in a negative balance on your account. You agree to fully cooperate with us in any investigation involving lost mail or missing online deposit items from your deposit envelope.

iii. **Unacceptable Deposits.** The following items may not be deposited through eDeposit:

- **NASA Federal Credit Union Check Drawn on Your Personal Account** – Online deposits of this nature may subject you to criminal prosecution.
- **Third Party Checks** – Checks payable to someone else, endorsed and signed over to you.
- **Incomplete Items** – Checks that do not contain signatures of the maker, endorsement signatures, or that are missing any of the information required during key entry of the eDeposit request.
- **Non-Negotiable Items** – The online deposit of any item stamped with a “non-negotiable” watermark is PROHIBITED. Online deposits of this nature may subject you to criminal prosecution.
- **Returned Checks** – Any check that you deposit that is returned to us not payable as a result of insufficient funds, stop payment, or other related reasons.
- **Altered Checks** – Any check that contains evidence of a change (correction fluid, crossed out amounts, etc.) to information on the face of the check.
- **Foreign Checks** – Any check that is issued to you and drawn on a financial institution in another country (Canada, France, etc.)
- **Stale Dated Checks** – Certain checks contain instructions such as: “Void 90 days after issue date.” If no instructions are contained, then the check is stale 6 months after the issue date.

Unacceptable online deposits will be returned to you, the deposit will be immediately reversed and access to the eDeposit service may be suspended. The reversal may result in a negative balance on your account and also may result in outstanding items not being paid. You will reimburse us for any charges or fees resulting from the reversal of the original deposit amount(s).

f. **Skip-A-Payment Service.** You may request through eBranch to skip one full payment after 6 monthly loan payments are made on the

following personal loans only: Auto Loan, Leisure Time Vehicle Loan, CashLine Line of Credit, Personal Signature Loan, Education Loan, Share Secured Loan and Credit Card Accounts. All Vehicle and Recreational Loans that have a GAP protection are limited to 1 Skip-A-Payment per year up to a maximum of 2 per loan term. **Business Loans, First-Mortgage Loans, Home Equity Loans, Home Equity Lines of Credit and Certificate Secured Loans are not eligible for the Skip-A-Payment service.** There is a service fee to skip each loan payment. Refer to the *Schedule of Fees* for specific fee information. To skip a payment on your NASA Federal Visa credit card account, the service fee will be applied directly to your credit card account. Finance charges will continue to accrue on a daily basis.

- g. Stop Payment.** You may request us through eBranch to stop payment on a check written by you. Stop payment requests will only be accepted if the check(s) remains unpaid at the time of the request. Your Stop Payment request will expire 6 months from the date processed, unless it is cancelled or renewed in writing by you. A Stop Payment Order becomes effective as described in Section D.4 and is subject to all the provisions of Section D.4. There may be a fee for a Stop Payment. See the *Schedule of Fees*.

J. WIRE TRANSFER AGREEMENT

This part of this Agreement contains important information about our wire transfer services. You agree to these terms whenever you ask for a wire transfer of funds (*Wire Transfer*) from your accounts with us and we make it. We are not obligated to make a Wire Transfer for you.

- 1. How to Request Wire Transfers.** You may ask us to make a Wire Transfer by calling or writing us. Under some circumstances we may require a written request. Any person named on your application for membership may ask us for a Wire Transfer. You will need to supply us with all information we request. We are not responsible for the information you give us, including the accuracy of any routing number and any account number. We may charge any of your accounts for payment of the Wire Transfer and our standard fee for this service. Our fee may change. (See current *Schedule of Fees*.)
- 2. Security Procedures.** We have established certain security procedures in connection with Wire Transfers. We may call any party designated in your application for membership or we may ask a “secret” question. You agree that our security procedures are commercially reasonable, designed to authenticate Wire Transfers, not designed for your protection and not used to detect errors in the transmission or content of a Wire Transfer.
- 3. Wire Transfer Business Day.** We accept Wire Transfers only on business days within cutoff times we establish from time to time. Wire Transfer requests received after our cut-off hours may be treated as if received on the following business day.
- 4. Authenticating Wire Transfers.** We may not make a Wire Transfer if we are unable to authenticate the Wire Transfer to our satisfaction, if there is any inconsistency between a Wire Transfer and information previously supplied to us, if the Wire Transfer is prohibited as a result of court order, garnishment, tax levy or the like, or if we

reasonably believe that making the Wire Transfer might result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss.

- 5. Overdrafts.** If any Wire Transfer exceeds the balance of collected funds in your accounts, we do not need to make the Wire Transfer and we won't be liable to you for such inaction. If we elect to make such a transfer, you will remain liable for all amounts transferred, including funds transferred in excess of the collected balances in the account.
- 6. Confirmations.** We will provide written confirmation to you of each Wire Transfer in your periodic statements. You will be deemed to have received such notification on the date it is actually received or 5 business days from the date it was sent, whichever is earlier. Upon receipt, you promptly, but in no event later than 30 days after the day that you are deemed to have received the notification, will report to us any discrepancies, errors or unauthorized transfers to us. You will furnish to us upon reasonable request, any information concerning the Wire Transfer for purposes of investigation, including, but not limited to, amounts transferred, accounts affected, identifying names, numbers and transfer dates.
- 7. Cancellation and Rejection.** Until we have executed the Wire Transfer, you may cancel or amend it by giving us notice as described in Section C.4. We may reject Wire Transfers orally or in writing. Rejection is effective when mailed, when you receive the telephone call or when the electronic transmission is sent. Notice of rejection is sufficient if it indicates that we will not make the Wire Transfer or are rejecting the Wire Transfer.
- 8. Our Responsibilities.** We do not assume any responsibility for making a Wire Transfer on the day requested. You authorize us to use any means and routes that we, in our sole discretion, may consider suitable for the transmission of funds. Fedwire, the funds transfer system owned and operated by the Federal Reserve Banks, may be used to make your Wire Transfers. Regulation J, including Subpart B which has adopted Article 4A of the Uniform Commercial Code, governs all funds transfers through Fedwire. If we don't transfer the amount requested because of Federal Reserve Board rules, regulations or policies that limit the amount we can transfer, we won't be liable to you provided that we notify you promptly of the delay and make the transfer as soon as possible.
- 9. Your Liability and Indemnity.** You are liable to us for the amount of the Wire Transfer if we follow your instructions, even if your instructions are wrong. If we receive a Wire Transfer request that contains inconsistencies between the name and identifying number of a beneficiary of the funds, the beneficiary's bank or any intermediary bank, we may rely on any identifying number (including account number) rather than the name, unless we are aware of the inconsistency, and you will indemnify us for any losses resulting from such reliance. You will defend, indemnify and hold us harmless from and against any and all claims, demands, costs, expenses (including attorney's fees), loss or damage arising out of our acting or refusing to act upon the Wire Transfer in accordance with the terms of this Agreement.

K. PRIVACY NOTICE

Our Commitment To You

- We do not sell or share member information with outside parties who may want to offer you their products and services. You do not have to take any action or instruct us to keep your information confidential. We will protect your privacy automatically.
- We safeguard member information.
- We are committed to protecting member information in every transaction, at every level of the Credit Union. For this purpose, we have designed procedures, standards and technology, which are described here.
- We are committed to helping you protect your privacy every day. This brochure includes tips to help you protect yourself from identity theft and limit direct marketing from outside companies.

Making Security a Priority

Keeping financial information secure is one of NASA Federal Credit Union's most important financial responsibilities.

NASA Federal is committed to protecting the security and integrity of member information through procedures and technology designed for this purpose.

For example:

- Employees are authorized to access member information only when they have a business reason to know this information. They are bound by our code of conduct, which includes standards to protect member confidentiality, and are subject to disciplinary action if they fail to do so.
- Policies and procedures covering the physical security of workplaces and records are properly maintained.
- Physical, electronic and procedural safeguards meet or exceed federal standards regarding the protection of member information.
- Independent contractors and outside companies who work with us are required to adhere to strict privacy standards through their contracts with us.
- The latest technology, such as backup files, virus detection and eradication software, firewalls, and other computer software and hardware, is used to protect against unauthorized access or alterations to member data.

NASA Federal collects and maintains information to service your account, save you time and better respond to your needs. In the course of serving you, we collect information about you from a variety of sources, which may include:

Application Information—information you provide to us on applications or forms, such as your assets, income and credit obligations.

Consumer Report Information — information from credit reports including credit history and creditworthiness.

Transaction and Account Experience — information about your transactions and account experiences with NASA Federal, such as account balances, payment history and credit card usage.

Information from Outside Sources — information from outside sources regarding your employment, credit and other relationships.

As required by the USA PATRIOT Act, we also collect information and take actions necessary to verify your identification.

Information we collect may be used by NASA Federal Credit Union, as well as by authorized third parties (described below), to:

- **Protect your accounts** from unauthorized access and identity theft.
- **Process your requests** such as loan applications, purchases and ATM withdrawals.
- **Service your accounts** by issuing checks, ATM cards and account statements.
- **Keep you informed** about financial services of interest to you.

We may disclose the information we collect, as described previously, with nonaffiliated third parties that act on our behalf.

All companies that act on our behalf are contractually obligated to keep the information we provide to them confidential and to use the member information we share only to provide the services we ask them to perform. These companies may include companies that perform support services for us, such as data processors, statement processors, check printers, card issuers or companies that help us market NASA Federal services.

In other situations, we may also disclose member information we collect to third parties as permitted or required by law. In these situations, third parties may include credit bureaus, government entities, courts or other entities (in response to subpoenas and other legal processes) and those with whom you have allowed us to share information.

Some state laws may impose additional restrictions on the disclosure of member information in those states to nonaffiliated third parties for certain purposes.

This disclosure applies to members who have or have had a member relationship with NASA Federal and those individuals who do business with us.

The policies and practices described in this disclosure are subject to change, but we will communicate any significant changes to you as required by applicable law. The policies and practices described in this disclosure replace all previous notices or statements regarding this subject.

Web Site Privacy

As a general policy, NASA Federal Credit Union does not automatically collect personal information from our Web site users. We do collect and store information on the domain used to access our Web site, the Internet address of the Web site from which a user links to the Credit Union's Web site and the date and time of the visit to our Web site. This information is used only to measure the number of visitors to our Web site and the route a user travels while within the Credit Union's Web site to better serve users with improved design and site navigation.

Member-Only Areas

Personal identification, such as your account number and password, is collected when a valid Credit Union member with active Credit Union account(s) enters the secure online banking area of the Credit Union's Web site. This information enables the Credit Union to regulate access of this information to those who request such access and those entitled to perform transactions on these account(s).

Cookies

Our Web site may use cookies (small pieces of information sent by our Web server to a visitor's Web browser that reminds our site about the user the next time he or she visits). We do not store confidential or sensitive information in cookies. We use cookies only to enhance a member's online banking session and ease navigation through our Web site.

For certain applications, such as online banking, cookies are required to help protect the privacy of a member's transactions by, for example, automatically terminating the online session if the member forgets to log out. Cookies cannot be used to capture a user's e-mail address, obtain data from the user's hard drive or gain confidential or sensitive information about the user. Additionally, cookies cannot be read by a Web site other than the one that set the cookie. Some Web sites, however, use cookies to obtain information from the user's browser. The user has the option to set his or her browser to notify before accepting a cookie to control whether a cookie is accepted or rejected.

Online Forms

NASA Federal Credit Union provides several online forms (for example, loan applications and check order forms) to better serve the needs of members. Personal information provided on any Credit Union online form is used only to process the member's request for service. These forms are transmitted via secured means. However, if the user is concerned about the security of transmitting this information via the Internet, the member is encouraged to contact the Credit Union directly at 301-249-1800 or 1-888-NASA-FCU (1-888-627-2328) to transmit the information another way.

Guarding Your Information

NASA Federal Credit Union recommends that you take the following precautions to guard against the disclosure and unauthorized use of your account and personal information:

- Never provide personal information such as your Social Security Number, account number or credit card information over the phone unless you have initiated the call.
- Do not provide or verify personal information requested via e-mail.
- Ensure that your computer has the most current virus detection and/or firewall protection.
- Safeguard your ATM, credit and debit cards.
- Keep your financial records and personal information in a secure location.

- Memorize personal identification numbers (PINs) and refrain from writing PINs, Social Security Numbers and credit card numbers where they can easily be found.
- Never preprint your Social Security Number or driver's license number on your checks.
- Review your account statements regularly and report any suspicious charges.
- Check your credit at least once each year.
- Carry your Social Security card only when necessary.
- Cancel unused credit cards.
- Tear up or shred unused preapproved credit offers, credit card receipts, cancelled checks, pay stubs and financial documents.
- Report lost or stolen checks, credit cards and debit cards immediately.
- Add a password to accounts if permitted.

Assistance to Victims of Identity theft

If you suspect that someone has had unauthorized access to your account with us, or access to personal identifying information such as your Social Security Number or credit card information, please contact us immediately at 301-249-1800 or 1-888-NASA-FCU (1-888-627-2328) so we can take action to protect you.

If you think your identity has been stolen, you should also:

Place a fraud alert on your credit file at any one of the three major credit bureaus:

Experian	www.experian.com	1-888-397-3742
Equifax	www.equifax.com	1-888-766-0008
TransUnion	www.transunion.com	1-800-680-7289

Close the accounts that you know or believe have been tampered with or opened fraudulently.

File a police report and submit a copy to your creditors and others that may require proof of the crime.

File a complaint with the Federal Trade Commission (FTC) at www.ftc.gov/idtheft or call the FTC's identity theft hotline at 1-877-IDTHEFT (1-877-438-4338).

Reducing Direct Marketing

If you would like to reduce the amount of advertising you receive from companies outside NASA Federal Credit Union, contact the following agencies:

National Consumer Credit Reporting Agencies

If you would like your name removed from lists for preapproved offers of credit or insurance obtained from the major credit reporting agencies, go to www.optoutprescreen.com or call 1-888-5OPTOUT (1-888-567-8688).

The information you provide is confidential and will only be used to process your request.

National Do Not Call Registry

Help eliminate unwanted and uninvited calls from telemarketers when you register your telephone numbers – at no cost – with the National Do Not Call Registry.

Register your residential and cell phone numbers online at www.donotcall.gov or by calling 1-888-382-1222. While this will stop most calls, you may still receive calls from businesses with which you have a relationship.

Direct Marketing Association

Cut the amount of unsolicited mail, telemarketing calls and e-mails you receive when you register with the Direct Marketing Association. Visit the DMA Consumer Assistance site at www.dmaconsumers.org for specific details.

L. FEDERALLY INSURED SAVINGS

The National Credit Union Administration (NCUA) is an independent agency of the United States Government. NCUA regulates, charters and insures the nation's federal credit unions.

The shares in your Credit Union are insured by the National Credit Union Share Insurance Fund (NCUSIF), an arm of the NCUA, established by Congress in 1970 to insure member share accounts at federally insured credit unions.

Share accounts in federally insured credit unions are insured to at least \$250,000. Generally, if a credit union member has more than one account in the same insured credit union, those accounts are added together and are insured to at least \$250,000. There are exceptions, however. If a member has a share account and an Individual Retirement Account in the same credit union, for example, each account is insured to at least \$250,000.

All federal credit unions must be insured by NCUA, and no credit union may terminate its federal insurance without first notifying its members.

M. TAX IDENTIFICATION NUMBER CERTIFICATION (BACKUP WITHHOLDING)

These instructions should be referred to when completing the tax identification number certification on the Application.

Important Tax Information:

Under the Federal Income Tax law, you are subject to certain penalties as well as withholding of tax at a percent rate set by the Internal Revenue Service (IRS) if you have not provided us with your correct social security number or other taxpayer identification number. Please read this notice carefully.

You (as a payee) are required by law to provide us (as payor) with your correct taxpayer identification number. *If you are an individual, your taxpayer identification number is your social security number.* If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the IRS. In addition, interest, dividends (including patronage dividends), and other

payments that we make to you may be subject to backup withholding effective January 1, 1984.

Backup Withholding: You are subject to backup withholding if: (1) you fail to furnish your taxpayer identification number to the payor; (2) you do not certify your taxpayer identification number when required; (3) the IRS notifies the payor that you furnished an incorrect taxpayer identification number; (4) you are notified by the IRS that you are subject to backup withholding because you did not report all your reportable interest and dividends on your tax return; or (5) for an interest or dividend account opened after December 31, 1983, you fail to certify to the payor that you are not subject to backup withholding under (4) above.

For more information about Taxpayer Identification Number, Certification, and Backup withholding, please request a copy of IRS form W-9

For this type of account:	Give the Tax Identification Number (TIN) of:
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor ¹
5. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person ³
6. a. The usual revocable savings trust account (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under State law	The grantor-trustee ¹ The actual owner ¹
7. Sole proprietorship account	The owner ⁴
8. A valid trust, estate, or pension trust	Legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.) ⁵
9. Religious, charitable, or educational organization account	The organization
10. Association, club, or other tax-exempt organization	The organization
11. A broker or registered nominee	The broker or nominee
¹ List first and circle the name of the person whose number you furnish. ² Circle the minor's name and furnish the minor's social security number. ³ Circle the ward's, minor's or incompetent person's name and furnish such person's social security number. ⁴ Show the name of the owner. ⁵ List first and circle the name of the legal trust, estate, or pension trust. Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.	



301.249.1800

1.888.NASA.FCU