

# YOUR DEPOSIT ACCOUNT DISCLOSURES



Please retain this booklet for your  
permanent records.

179 West River Street  
Providence, RI 02904

Phone: 401-421-2436  
[pgecu.org](http://pgecu.org)

## TABLE OF CONTENTS

1. YOUR MEMBERSHIP AND ACCOUNT AGREEMENT
2. TRUTH IN SAVINGS - YOUR DEPOSIT ACCOUNTS
3. OUR FUNDS AVAILABILITY POLICY
4. INITIAL DISCLOSURE OF ELECTRONIC FUNDS TRANSFER and CARDHOLDER AGREEMENT
5. ENDORSING YOUR MOBILE DEPOSITS

The information contained in the Booklet is complete as of July 1, 2016.

NOTE: Every effort has been made to ensure the accuracy of material contained in this brochure. However, some areas are subject to change based upon regulatory interpretation or additional congressional action. Consult your credit union or your tax advisor for more information. Any changes to the content of these disclosures is reflected in any accompanying pamphlets attached to and made part of this Booklet.

# 1. MEMBERSHIP AND ACCOUNT AGREEMENT

This Deposit Account Agreement addresses the rights and responsibilities concerning Accounts the Credit Union offers to its members. In this Agreement, the words "I," "my," "you," "your" and "yours" mean anyone who signs an Account Card or Account Change Card. The words "we," "us," and "our" mean PGE Federal Credit Union. The word "Account" means any one or more share or other Accounts you have with the Credit Union. Your Account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

1. How do I join the Credit Union? To join the Credit Union you must meet the membership requirements. A member can be an individual, corporation, partnership, trust or other organization. A member must purchase and keep at least one (1) share in the Credit Union at all times. The cost of one share is set forth in our Bylaws which are available for your review upon request. Before you can join the Credit Union, we must be able to determine your eligibility.

2. What types of Accounts does the Credit Union offer?

a. Single Party Accounts. A single party Account is an Account owned by one member qualified for Credit Union membership.

b. Multiple Party Accounts. A multiple party Account is an Account owned by two or more persons. A nonmember can become a joint owner of a multiple party Account with a member. Any joint owner is authorized to act for any other owner and may instruct us regarding transactions and other account matters. Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of another owner. We have no duty to notify any other owner about any transaction. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship.

3. Who will own the account if I die?

a. Single Party Account: The funds in your Account pass on your death to your estate or, if so designated, to a beneficiary, subject to applicable law and other provisions of this Agreement. State law may also permit a surviving spouse or next of kin to withdraw a limited amount after a certain period has passed after a member's death.

b. Multiple party Account: Unless you tell us otherwise on the Account Card, all sums in the Account will pass to the surviving owner(s) of the multiple party Account. If you die leaving an unsatisfied debt that is subject to a Credit Union statutory lien, or you have given any security interest or pledge to the Credit Union, the Credit Union may exercise its right to satisfy the debt even if a surviving owner does not consent to it. For a multiple party Account without rights of survivorship, (i.e., if the joint owner has died) the deceased owner's interest passes to his or her estate as if it were a single party Account. If the multiple party Account is shared with a nonmember, we may be required to close the Account upon the death of the member-owner unless the nonmember qualifies and establishes Credit Union membership.

c. Who controls the multiple party Account? Any owner that has signed the Account Card is authorized to act for any other owner(s) and may instruct us regarding transactions and other matters dealing with the multiple party Account. Each owner guarantees the signature of any other owner(s). Any owner may, for example, withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an Account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the Account and require a court order or written consent from all owners to act.

d. Who is responsible for any debts incurred on a multiple party Account? The owners, jointly and severally, of a multiple party Account are liable to us for the amount of any returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any Account owner is indebted to us, we may enforce our rights against any Account of an owner or all funds in the multiple party Account regardless of who contributed them.

4. What other disclosures do I need to best understand my Credit Union Account? In addition to this pamphlet, we will also give you our Schedule of Fees and Your Right to Privacy Notice.

5. Can a minor child open an Account? Yes. However, we may require any Account established by a minor child to be a multiple party Account with an adult owner. This is because many states do not allow minors to sign enforceable contracts. The adult owner shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. We may pay funds directly to the minor without regard to his or her age. If you are the guardian or parent of the minor, you must be a joint Account owner with the minor child in order to access that Account. We have no duty to inquire about the use or purpose of any transaction. We will not change the Account status when the minor reaches the age of majority, unless authorized in writing by all Account owners.

6. What is a Uniform Transfers/Gifts to Minors Account and can I establish such an Account in the Credit Union? Yes. A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual Account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor, to whom the gift is made, is the beneficiary of the custodial property in the Account. The custodian has possession and control of the Account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the Account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the Account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

7. Can I designate an agent to conduct transactions on my Account? Yes. If you designate an agent on your Account, you are authorizing another person to make transactions as your agent for the Accounts designated. An agent has no ownership interest in the Account(s) and has no Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. Are there any requirements or limitations on the deposits I make? Yes. Although funds may be deposited to any Account, they must be made in any manner approved by the Credit Union in accordance with this Agreement.

a. Endorsements.\* We may accept transfers, checks, drafts, and other items for deposit into any of your Accounts if they are made payable to, or to the order of, one or more Account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

\*Excludes Mobile Deposits. See Section 6.: Endorsing Your Mobile Deposits

b. Collection of Items. We act only as your agent and are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your Account.

c. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your Account are provisional until we receive final payment. If final payment is not received, we may charge your Account for the amount of such items or ACH transfers and impose a return item charge on your Account. Any collection fees we incur may be charged to your Account. We reserve the right to refuse or return any item or funds transfer.

d. Direct Deposits. We may offer preauthorized deposits, such as payroll checks, Social Security or retirement checks, or other government checks, or transfers you authorize from other Accounts. You must authorize each direct deposit or transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If you file for bankruptcy, we may continue making direct deposits unless you cancel that authorization. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your Account; we may deduct the amount returned from any of your Accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your Account on the next business day.

9. Who has access to my Account? You and other persons you authorize. Your signature on the Account Card authorizes your Account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your Account number even if you do not authorize a particular transaction.

10. How is my Account accessed?

a. Access Options. You may withdraw or transfer funds from your Account(s) in any manner we permit such as in person, at an automated teller machine, by mail, by internet banking access, by automatic transfer, or by telephone. We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict Account withdrawals or transfers. We are under no obligation to honor any power of attorney.

b. ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your Account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your Account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name, by Account or identifying number or other information. The Credit Union (and other institutions) may rely on the Account or other identifying number as the proper identification even if it identifies a different party or institution.

11. Does the Credit Union have to follow any special instructions I put on a draft or check? No. Because we typically do not personally examine each and every draft or check, we may disregard information on any draft or check, such as obligations between you and another party, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

12. How do I learn the rates and fees for Credit Union Accounts? Rates for your Account(s) are set forth in our Rate Sheet and is posted in the credit union lobby. Fees for your Account(s) are included in our Schedule of Fees. We may change these Rates and Fees at any time and will notify you as required by law.

13. Are there any restrictions to withdrawals I make on my Accounts? Yes. Withdrawals are permitted only if your Account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders, which are drawn against insufficient funds, may be subject to a service charge set forth in the Schedule of Fees. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between Account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the Account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

14. Are there any limits on the number of transfers I may make between my Accounts? Yes. Per Regulation D, members are permitted to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another credit union account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the member and payable to third parties. Deposits are unlimited.

15. How can I learn the terms of any time deposit or certificate Accounts I have with the Credit Union? Any time deposit, term share, share certificate, or certificate of deposit Account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, and the Schedule of Fees and Account Deposit Receipt.

16. How will the Credit Union handle any overdrafts to my Account?

a. What is an overdraft? You overdraw your Account on any day when the funds in your share draft Account are not sufficient to cover checks, fees or other items posted to your Account. In many jurisdictions, it is a crime to knowingly issue a check or draft without sufficient funds.

b. What is my liability to Credit Union for overdrafts? All overdrafts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient Account balance may be made at any time between presentation and the Credit Union's cash received deadline with only one review of the Account required. We do not have to notify you if your Account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your Account may be subject to a charge as set forth in the Schedule of Fees. We, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your Account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

c. Can I avoid an overdraft situation if I don't have sufficient funds in my Account? Yes. If we have approved an overdraft protection plan for your Account, we will honor drafts drawn on insufficient funds by transferring funds from another Account under this Agreement or a loan Account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on

the Schedule of Fees. This Agreement governs all transfers, except those governed by agreements for loan Accounts. You may still overdraw your Account if your withdrawals exceed available funds in other Accounts or the amount available from a loan Account established as overdraft protection.

17. What happens if I write a postdated check or draft to someone? We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice. Your notice must accurately describe the draft, including the exact number, date, and amount. You understand that exact information is necessary for the Credit Union to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice that lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable.

18. What happens if I write a check or draft on my Account and it is not cashed for six months or more? We do not have to pay a check or draft, other than a certified check, that is more than six (6) months past its date.

19. Can I stop payment on any check or draft that I write? Yes. You may instruct us to stop payment on checks or drafts that you have written. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us.

a. How do I ask the Credit Union to stop payment? You may request a stop payment order on any draft drawn on your Account. To be binding, your order must be dated, signed, and describe the Account and draft number and the exact amount of the draft. The stop payment will be effective if the Credit Union receives the order in time to stop payment. You understand that exact information is necessary for the Credit Union to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to stop payment, we will not be liable to you or to any other party for payment of the draft. If we recredit your Account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

b. How long is my stop payment order effective? An oral stop payment order will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. What is the Credit Union's liability for following my stop payment order? None. We will charge your Account for stop payment orders as set forth on the Schedule of Fees. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party Account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

20. What is the Credit Union's liability for failing to complete my transactions? If we do not properly complete a transaction according to your instructions under this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your Account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or the negligence of another financial institution; or (4) your Account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the Account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

21. Can the Credit Union impress a lien against my Account? Yes. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the Account funds in any Account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your Accounts and we may use the funds from your Accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All Accounts are nonassignable and nontransferable to third parties.

22. How will the Credit Union treat any lawsuits brought against me involving my Account? If any legal action is brought against your Account, we may pay out funds according to the terms of the action or refuse any layout of funds until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your Account without notice, unless prohibited by law. Any legal process against your Account is subject to our lien and security interest, if any.

23. What information does the Credit Union disclose about me to third parties? Generally, the Credit Union will not disclose Account information to third parties except when: (1) it is necessary to complete a transaction you have authorized; (2) the third party seeks to verify the existence or condition of your Account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you consent. You should review the Credit Union's privacy notice for more information.

24. Must I notify the Credit Union of any address or name change? Yes. You must notify us of any address or name changes. We are only required to attempt to communicate with you at the most recent address you have provided to us. We only accept written notices of a change in address. If we attempt to locate you because you have not provided us with a current address, we may impose a service fee as set forth on the Schedule of Fees. Any written notice you give us is effective when we receive it.

25. Will the Credit Union notify me of any changes to this or other Agreements? Yes. We may change the terms of this Agreement unless prohibited by law. We will notify you of any changes in terms, rates, or fees as required by law. Typically, a notice of any change will be mailed to you with your Account statement. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any Account owner is considered notice to all Account owners.

26. What if I give the Credit Union an incorrect social security or taxpayer identification number? Your failure to furnish a correct social security or taxpayer identification number (TIN) or meet other requirements may result in backup withholdings. If your Account is subject to backup withholdings, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your social security or TIN, we will not open your Account, or, if applicable, you may request that we open a non-dividend or non-interest bearing Account until a TIN is provided.

27. What responsibilities do the Credit Union and members have regarding Account statements? If your Account is one for which we provide a periodic statement, you will receive a periodic statement of transactions and activity on your Account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party Account. For share draft or checking Accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. A charge as set forth on the Schedule of Fees

may be required to obtain a copy of your draft or check. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your Account unless you notify us in writing within the time limits described in this brochure for notifying us of any errors.

a. What happens if I don't review my Account statement? You are responsible for promptly examining each statement and reporting any irregularities to us. We are not responsible for any forged, altered, unauthorized or unsigned items drawn on your Account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement of any forgery, alteration or unauthorized signature on any item described in the statement; (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine; or (3) after one year from the earliest statement.

b. What if I do not receive a statement? If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

c. What if I want my statement to be sent to me electronically? If the Credit Union provides electronic delivery of statements, you will be required to provide consent to electronic delivery using the Credit Union's Internet branch or other method, if applicable. If you receive an electronic statement you must review your Account statement in the timely manner as stated above as if we sent a paper statement to you by mail. You will need to provide us with your email address and any subsequent changes.

28. What happens if I stop conducting transactions on my Account? If your Account falls below any applicable minimum balance and you have not made any transactions over a 90 day period during which you have received at least one quarterly statement from us, and we have been unable to contact you by regular mail, we may classify your Account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Schedule of Fees for maintaining your inactive Account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the Account funds to an Account payable and to suspend any further Account statements. If a deposit or withdrawal has not been made on the Account and we have had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

29. How will the Credit Union treat any special Account instructions such as trusts, wills and court-ordered Account arrangements? You may request that we facilitate certain trust, will, or court-ordered Account arrangements. However, because we do not give legal advice, we cannot counsel you as to which Account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any Account owner, such as adding or closing an Account or service, must be evidenced by a signed Account Change form and accepted by us. You should also determine in advance whether any special account arrangements affect the federal share insurance on that account.

30. How is an Account terminated? The Credit Union may terminate your Account at any time and without notice to you or we may require you to close your Account and apply for a new Account if: (1) there is a change in owners or authorized signers; (2) there are no members on the Account; (3) there has been a forgery or fraud reported or committed involving your Account; (4) there is a dispute as to the ownership of the Account or of the funds in the Account; (5) any share drafts are lost or stolen; (6) there are excessive returned unpaid items not covered by an overdraft protection plan; (7) there has been any misrepresentation or any other abuse of any of your Accounts; or (8) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party Account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party Account. We are not responsible for payment of any draft, withdrawal, or other item after your Account is terminated, however, if we pay an item after termination, you agree to reimburse us. The Credit Union may be entitled to additional rights over Accounts pursuant to any loan agreements with a member.

31. How is Credit Union membership terminated? You may terminate your membership by giving us notice. We may deny services or expel you for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of membership does not affect existing obligations you may have to the Credit Union.

32. What happens to ongoing transactions if the Account owner dies? We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an Account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of (10) days after that date unless we receive instructions from any person claiming an interest in the Account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner.

33. What happens if any portion of this Agreement is found invalid or unenforceable? If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

34. How can the Credit Union recover against a member that causes a loss for failing to follow this Agreement? You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

35. What law governs this Agreement? This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement may be brought in the county in which the Credit Union is located. If necessary, and in accordance with Section 326 of the USA Patriot Act, you authorize us to verify and record information that identifies each person who opens an account. You further authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for any account or services you request. Sec. 1014, Title 13, U.S. Code, makes it a Federal Crime to knowingly make a false statement to this credit union.

## 2. TRUTH IN SAVINGS DEPOSIT ACCOUNTS

This brochure, including any individual account information brochures that accompany this brochure, is intended to provide you with information about one or more accounts offered by the Credit Union. Included where applicable is the dividend rate, annual percentage yield, any minimum balance requirement, withdrawal terms, fees or other important information that will help you make an informed decision about investing your savings with us. Should you have any questions about these disclosures, about our current dividend rates, annual percentage yields, or other savings account features, please call a member service representative at: 401-421-2436.

### THE FOLLOWING FACTORS MAY AFFECT THE AMOUNT OF DIVIDENDS YOUR ACCOUNT RECEIVES

#### NATURE OF DIVIDENDS AND RELATION TO APY

Dividends may be paid only from current income and accumulated earnings, after required transfers to reserves at the end of each dividend period. The dividend rate and annual percentage yield applicable to an account may therefore change from time to time as determined by the Credit Union's Board of Directors in its discretion. The Credit Union dividend period is MONTHLY or QUARTERLY (see chart) beginning on the first day of such period and ending on the last day of the period.

As used in these disclosures, (i) "dividend rate" means the dividend paid (or expected to be paid) on an account, without giving effect to the compounding of previously earned dividends, shown as an annual figure and expressed as a percentage of the account balance; and (ii) "annual percentage yield" or "APY" means a percentage rate reflecting the total amount of dividends expected to be earned in a year on an account, based on the dividend rate and the frequency of compounding accrued dividends. All disclosures concerning the APY applicable to an account (other than Term Share Certificate accounts which are covered by separate paragraph) assume that the dividend rate disclosed remains in effect for one year and that dividends are not withdrawn.

#### FREQUENCY OF COMPOUNDING DIVIDENDS and the METHOD OF DETERMINING THE BALANCE ON WHICH DIVIDENDS ARE PAID

Dividends are compounded based on the AVERAGE daily balance in your Account. You can compute the dividends earned on your Accounts each day by multiplying the then current simple annual interest rate times the AVERAGE balance in your Account at the end of each day, divided by 365 days.

The amount of dividends you earn for each day will be added to your principal balance monthly or quarterly as applicable. If you withdraw funds from your SHARE Account before dividends are paid, you will receive dividends accrued on the funds prior to withdrawal, but such dividends will not be credited to your Account until the next dividend declaration date.

If you withdraw funds from your SHARE DRAFT/CHECKING Account before dividends are paid, you will not receive dividends accrued on the funds prior to withdrawal. If you CLOSE your Account(s) prior to accrued interest being credited, the accrued dividend will not be paid.

#### FEES AND PENALTIES

Your account will be charged any applicable fees, charges and/or penalties as set forth in our rate and fee schedule provided with this brochure. A copy of which is also available at our website: [www.pgecu.org](http://www.pgecu.org).

#### MINIMUM BALANCE REQUIREMENTS

In order for your deposit account to earn a dividend for a dividend period, you must maintain the actual daily balances disclosed in this document. If your average daily balance falls below these minimums for that dividend period, you will not earn a dividend during that period. In order to earn the annual percentage yield disclosed elsewhere for a particular account, you must meet the minimum balance requirement applicable to that account at all times.

Account Type	Minimum Balances To:	
	Open Account	Earn Dividend
Share Savings	\$5.00	\$25.00
Sub Shares	\$5.00	\$25.00
IRA Share Savings	\$5.00	\$25.00

Accounts above are Compounded and Credited Monthly

Checking	\$5.00	\$0.01
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Account above is Compounded and Credited Monthly

#### COLLECTION OF NON-CASH DEPOSITS

Every share draft, check or other item other than cash which is accepted for deposit in your account will be provisionally credited in accordance with our Funds Availability policy. If, however, the Credit Union is subsequently unable in the normal course of business

to obtain payment for that item, you will not earn any dividends on that deposit. By law, the Credit Union may accept deposits only from persons who are members or who are eligible to become members, or certain other persons or entities. For further information, contact a member service representative.

#### NOTICE OF CERTAIN CHANGES

We will notify you in writing at least 30 days prior to the effective date of changes of the sort described below which will reduce your APY or otherwise adversely affect your account.

- The frequency of compounding dividends;
- The frequency of crediting dividends;
- Minimum balance requirements; or
- Fees, charges and penalties.

We will not send you notice, however, of any change in the interest rate or APY applicable to any account where the interest rate is subject to change from time to time, although notice of changes in interest rates will be posted in the Credit Union's offices and at [www.pgecu.org](http://www.pgecu.org). Also, no notice of changes to fees for printing of share drafts/checks will be sent. In addition, where there is any change in the information disclosed in this statement, the change will appear in a notice posted in the lobby of our offices.

#### GENERAL POLICIES AND PROCEDURES

We may refuse a withdrawal request if any documents or identification we or the law requires in connection with the withdrawal has not been presented to us. Although non-cash deposits earn dividends from the date first credited to your account, the time when they may be withdrawn or otherwise become available for use is governed by the Credit Union's funds availability policy. By opening and maintaining an account with the Credit Union, you have agreed to the Rules and Regulations of the Credit Union and any amendments thereto. To open an account you must deposit and maintain at least \$5.00 in a savings account, the par value of one share in the credit union.

By law, the Credit Union may accept deposits only from persons who are members or who are eligible to become members, or certain other persons or entities. For further information, contact a member service representative. Further, in accordance with Section 326 of the USA Patriot Act, you authorize us to verify and record information that identifies each person who opens an account. You further authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for any account or services you request.

#### TRADITIONAL and IRA CERTIFICATE ACCOUNTS

Here are some basic facts about your Term Share Certificate (CD) account. These disclosures are in addition to those on the account certificate. The Annual Percentage Yield (APY) for a one year or less time deposit is based on the assumption that the funds will remain on deposit for a full year at the stated rate. A withdrawal will reduce earnings. By opening and maintaining a CD account with the Credit Union, you have agreed to the terms of the account as set forth here and on the certificate and any amendments thereto. Please consult your Certificate for maturity information.

#### SPECIAL RULES CONCERNING THE COMPOUNDING AND CREDITING OF DIVIDENDS and MINIMUM BALANCES TO EARN THE DISCLOSED DIVIDENDS

Dividends are compounded Monthly and credited Monthly based on the AVERAGE Daily Balance in your CD Account. To earn a dividend in a CD you must deposit and maintain a minimum daily balance of:

- \$1,000.00 to earn a dividend in Traditional Certificate of Deposit Account; or
- \$500.00 in a Traditional IRA, Roth IRA, or Education IRA Certificate of Deposit Account.

Terms of account maturity may vary from between 3 to 60 months. Dividend earnings assume account reaches full maturity.

#### EARLY WITHDRAWAL PENALTIES FOR TERM SHARE CERTIFICATE ACCOUNTS

An early withdrawal will cause a forfeiture of 90 days of dividends for original terms of 12 months or less and 180 days of dividends for original terms greater than 12 months on the principal amount withdrawn whether or not the Traditional or IRA Certificate has earned interest. This penalty will be deducted from the Certificate and calculated at the annual rate of interest being paid on the Certificate. If the withdrawal plus the penalty takes the Certificate below the minimum \$1,000 balance for Traditional Certificates or \$500 for IRA Certificates, the Certificate will be closed and the penalty will now be calculated on the entire balance. All Certificate penalty withdrawals must be in writing. There is a \$100 minimum withdrawal.

The penalties (with exceptions noted below) apply regardless of the length of time the funds have been on deposit at the Credit Union. The penalty may be taken from the principal balance of your CD Account. The listed penalties do not apply to withdrawals subsequent to the death of a sole or joint owner. We may waive or reduce this penalty in certain circumstances, such as the disability or incompetence of a sole or joint owner.

If the Account is in two or more names and one owner dies or becomes mentally incompetent, the surviving owner may elect to keep the account in effect until its scheduled maturity under the remaining joint owner's name(s). No notice of this intent is required for the account to continue under the terms and conditions upon which it was opened.

#### EARLY WITHDRAWAL PENALTY EXCEPTIONS FOR TRADITIONAL, ROTH and COVERDELL EDUCATION IRA CERTIFICATE ACCOUNTS

There are no PGE Federal Credit Union penalties on IRA Certificates if: the IRA Certificate has reached maturity; the Certificate is within the seven-day revocation period; there is a death of the IRA Certificate Owner; the IRA Certificate Owner is over 70 1/2 and the withdrawal is part of a required distribution; or the IRA Certificate Owner becomes disabled or if this certificate is part of a first time home purchase provided the Account has been in existence for 5 years. There is no minimum distribution requirement (MDR) age requirement for your ROTH IRA Account.

If the certificate is part of a qualified EDUCATION IRA, the early withdrawal penalty does not apply if the withdrawals equal the child's qualified higher education expenses (provided the account has been in existence for 5 years).

Any withdrawal of earnings from the account is taxable and a 10% penalty tax may apply if the withdrawal is made outside the excepted penalty parameters. Consult your tax advisor.

#### MATURITY NOTICES AND RENEWALS

You may renew, transfer, or close your CD at maturity. You will be asked to instruct the Credit Union by mail or in person of your choice. You will be notified in writing at least 30 Days before the maturity date of your Term Share Account, and, unless you notify the credit union prior to maturity that your account is not to be renewed, your account will at maturity automatically be renewed for an identical term at the then effective rate.

Every notice of maturity will either state the dividend rate which will apply to the CD Account upon renewal or, if the renewal rate has not been determined, will state the date the renewal rate will be set and include a telephone number which you can call to learn what the dividend rate and APY applicable to the CD Account during the renewal term will be.

**BUMP UP RATE** -This certificate option effective on 24 month or 36 month certificates allows you the freedom of upgrading the dividend rate on your certificate without changing the maturity date or incurring a penalty. When the rates go up all you need to do is exercise the one-time only Bump Up Rate option of the certificate by contacting a Credit Union Member Service Representative.

All Term Share Certificate rules apply as explained in this disclosure. The Bump Up Rate option does not extend the maturity date. The new adjusted rate is paid from the date the rate is bumped up to the maturity date.

#### MONEY MARKET SAVINGS ACCOUNTS

##### REGULAR MONEY MARKET SAVINGS: DIVIDEND TIERS

Dividends will be compounded and credited monthly based upon the following progressive tiers: \$500 - \$2,499.99, \$2,500 - \$9,999.99, \$10,000 - \$24,999.99, \$25,000 - \$69,999.99 and \$70,000 or above.

##### MINIMUM BALANCE REQUIREMENTS

There is a minimum balance requirement of \$500.00 to open your Money Market Savings Account. Balances falling below \$500.00 on any day in the dividend period will not receive a dividend. To determine the rate for any level of Money Market Savings Account, call the credit union at 401-421-2436 or visit us at [www.pgecu.org](http://www.pgecu.org).

##### DIVIDEND RATE and ANNUAL PERCENTAGE YIELD

If No Rate or APY is shown, please refer to which type of account you are interested in which is available at our website [www.pgecu.org](http://www.pgecu.org) or by calling the credit union.

##### TRANSACTION LIMITATIONS

Under Regulation D, excluding Checking Accounts and Debit Card use as assigned to your Checking Account, the member is permitted to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another PGE Federal Credit Union account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the member and payable to third parties payable at or through a U.S. branch or correspondent financial institution will not be made available to you until we receive notification of payment.

##### RIGHT TO REQUIRE

The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

## PGE FEDERAL CREDIT UNION

### Deposit Availability Policy

When a deposit is made to your account, the funds may not be available immediately. For example, if you deposit a check on Monday, you may not be able to withdraw the funds from that check, and we may not pay another check with those funds, until Tuesday or even later. See the Availability Timeline below for details about when you can use the funds from different types of deposits. If you withdraw funds from a check deposit, and the check is later returned unpaid, we may charge the check back to your account.

### Availability Timeline for Deposits to Established Accounts

Below is our general policy for deposits to accounts open for more than 30 days. Longer delays may apply, and different rules apply for checks deposited to accounts open 30 days or less. (See reverse side)

A business day is any day of the week except Saturday, Sunday, and Federal holidays. A deposit made before closing on a business day is considered deposited that day. A deposit made after that time, or on a day we are closed, is considered deposited the next business day.

When a deposit is made by:	Deposited funds are available:
<ul style="list-style-type: none"> <li>• <b>Electronic direct deposit</b></li> </ul>	<ul style="list-style-type: none"> <li>• The same business day</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Wire transfer</b></li> </ul>	<ul style="list-style-type: none"> <li>• The next business day</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Cash</b></li> </ul>	<ul style="list-style-type: none"> <li>• The next business day if deposited with a teller, otherwise 2 business days</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Check from an account at this Credit Union</b></li> </ul>	<ul style="list-style-type: none"> <li>• The first \$200.00 is available on the next business day</li> <li>• Any remainder is available in 2 business days</li> </ul>
<ul style="list-style-type: none"> <li>• <b>U.S. Treasury check</b> payable to you</li> <li>• <b>Government, cashier's, certified, or teller's check</b> payable to you and deposited with a teller</li> <li>• <b>Postal money order, Federal Reserve Bank check, or Federal Home Loan bank check</b> payable to you and deposited with a teller</li> </ul>	<ul style="list-style-type: none"> <li>• The first \$200.00 is available on the next business day</li> <li>• Any remainder is available in 2 business days</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Other checks</b> not specifically described above <i>For example, personal checks, or checks not written to you</i></li> </ul>	<ul style="list-style-type: none"> <li>• The first \$200.00 is available on the next business day</li> <li>• The remainder up to \$5,000 is available in 2 business days</li> <li>• Any remainder over \$5,000 is available in 5 business days</li> </ul>

#### Check Cashing, Immediate Availability, and Holds on Other Funds

We may cash a check or make a check deposit available immediately if you have funds to cover that check in any of your accounts with us. If we do, we will hold those funds (equal to the amount of the check) in your account(s) according to the timelines described elsewhere in this policy.

#### Deposits at Proprietary ATMs

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## Availability Timeline for Deposits to New Accounts

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

A business day is any day of the week except Saturday, Sunday, and Federal holidays. A deposit made before closing on a business day is considered deposited that day. A deposit made after that time, or on a day we are closed, is considered deposited the next business day.

When a deposit is made by:	Deposited funds are available:
<ul style="list-style-type: none"><li>• <b>Electronic direct deposit</b></li></ul>	<ul style="list-style-type: none"><li>• The day we receive the deposit</li></ul>
<ul style="list-style-type: none"><li>• <b>Funds from deposits of:</b>  <b>Cash, Wire Transfers, and the first \$5,000 of a day's total deposits of Cashier's, Certified, Teller's, Traveler's, and Federal, State and Local Government Checks</b></li></ul>	<ul style="list-style-type: none"><li>• <b>The first (1st) business day after the day of your deposit if the deposit meets certain conditions.</b>  For example, the checks must be payable to you (and you may have to use a special deposit slip). 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 a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit.</li></ul>

### Longer Delays May Apply

Funds from check deposits may be delayed for up to 5 business days if:

- We believe a deposited check will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is a bank emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

### Foreign Items

Deposited items that are drawn on financial institutions outside the U.S., and not payable at or through a U.S. branch or correspondent financial institution will not be made available to you until we receive notification of payment.

### Substitute Check

A legally sanctioned document with all the rights and obligations given to the original check written from your checkbook. Substitute checks are paper copies created from electronic images of original paper checks (front and back, with all endorsements). Each substitute check also includes a statement identifying it as a legal copy of the original check.

### Wire Transfers.

Funds to be sent as wire transfers may not be wired up to one business day following the day of request.

## 4. Initial Disclosure of Terms and Conditions of Electronic Funds Transfer Inclusive of ATM Card Access

As a valued member of the PGE Federal Credit Union, you can take advantage of our many convenient electronic services. We are providing you with this Electronic Funds Transfer (EFT) Disclosure and Agreement, as amended from time to time ("Agreement"), to inform you of the terms and conditions governing the use of our electronic transfer services. If you use or allow others to use your electronic services offered by the PGE Federal Credit Union, you are agreeing to the terms and conditions of this Agreement whether you or someone you authorize uses the services. In this Agreement, the term "you" and "your(s)" refer to you, the member, and the terms "we," "us" and "our(s)" refer to the PGE Federal Credit Union. We may not offer all services discussed in this Agreement at this time.

### **GENERAL DISCLOSURE STATEMENT**

**EXCEPT WHERE OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES AND/OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**1. Types of EFT Services.** EFTs we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

a. Automatic Teller Machines (ATMs). The Credit Union may issue an ATM card and Personal Identification Number ("PIN") to be used to make transactions. You can use your ATM card at our ATMs to:

- Withdraw cash from your saving and checking account(s) designated in your Account Agreement
- Check the balances in the savings and/or checking account(s) designated in your Application (this is called an "inquiry")
- Make deposits at ATM terminals we own
- Transfer funds between the account(s) designated in your Application

b. VISA Debit Card® (and additional ATM card services). If we issue you a VISA Debit Card, you may use your card as an ATM card as defined above, and to purchase goods and services from participating merchants who accept VISA. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, we may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with us. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to us. We are not required to make this payment on your behalf unless we have agreed to do so. In the event of repeated overdrafts, we may terminate all services under this Agreement. At the present time, and in addition to the ATM functions, you may also use your VISA Debit Card to:

- Make POS (Point-of-Sale) transactions with your card and PIN to purchase goods or services at merchants that accept VISA Debit Card.
- Order goods or services by mail, telephone, or online from places that accept VISA Debit Card.

For your protection as well as ours, we impose a daily limit on your card. There is no limit on the number of transactions you may make in any one category up to your daily limit and provided there are sufficient funds in your account. However, for security purposes, there may be other limits on the frequency and amount of transfers available at ATMs. You may transfer up to the available balance in your accounts at the time of the transfer. See Section 2 for transfer limitations that may apply to these transactions. The current limits are:

DAILY ATM LIMIT: \$1,000.00

DAILY POS LIMIT: \$1,000.00

COMBINED LIMIT: \$2,000.00

We may limit or refuse to complete a transaction when necessary for security reasons. Where identified, we reserve the right to decline transactions for casino chips, bets, wagers, Internet gambling, or any other gaming or wagering transaction.

Requests for limit increases may be required to be made in writing to us. Withdrawals cannot reduce a credit union account below the level of one share.

c. Audio Response. If service is available and if we approve Audio Response for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. You may use Audio Response to:

- Withdraw funds from your designated accounts
- Transfer funds from your designated accounts
- Obtain funds by having a check mailed to you
- Obtain balance information for your designated accounts
- Make loan payments from your designated accounts
- Access your line of credit account
- Determine if a particular item has cleared
- Obtain tax information on amounts earned on dividend paid accounts or on loan accounts
- Verify the last date and amount of your payroll deposit
- Change your PIN
- Stop Payment

Your accounts can be accessed via a touch tone telephone only. Audio Response service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted each day for brief data processing. There may be a limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. See Section 2 for transfer limitations that may apply to these transactions.

We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs. We can help you establish automated methods of receiving deposits to your account or making payments from your account.

• Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, we will accept direct deposits of your paycheck or of federal recurring payments such as Social Security to your designated account.

• Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share, and share draft account. See Section 2 for transfer limitations that may apply to these transactions.

Stop Payment Rights. You can stop us from making a payment you have previously authorized. To stop payment, call us during our business hours at (401) 421-2436 or write to us at 179 West River Street, Providence, RI 02904, or visit one of our branch locations.

Stopping Preauthorized Debit Card Transactions. To stop a payment you have preauthorized we must receive your notice at least three (3) business days or more before the payment is scheduled to be made. If you call us or tell us orally, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. Your stop payment notice will apply only to that particular payment. To be certain that a third party does not bill you again for the payment you previously stopped or to cancel the entire pre-authorized payment arrangement, you must cancel the authorization with the third party (i.e., a merchant, financial institution or insurance company).

The standard stop payment fee as stated in our Schedule of Fees and Charges applies for each stop payment request

you place. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.

Unless otherwise provided in this Agreement, you may not stop payment of Electronic Fund Transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not stop payment.

- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (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.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check and are asked, you may authorize your check to be converted to an EFT. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Our Online Access. We have an Online Banking Service where you can access many of our regular branch services. If we approve this service for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time, you may use the Online Banking Service to:

- Transfer funds from your savings, checking, and line of credit accounts
- Obtain balance information for your savings, checking, loan, IRA, and CD accounts
- Make loan payments from your savings, checking, and line of credit accounts
- Access your line of credit account
- Stop Payments
- Plus many more options

Your accounts can be accessed under the Online Banking Service using a personal computer. Online Banking Service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that draws upon insufficient funds, exceeds a credit limit, lowers an account below a required balance, or otherwise requires us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. See Section 2 for transfer limitations that may apply to these transactions.

g. Bill Pay. If this service is applicable, we will process bill payment transfer requests electronically from your checking account to creditors you designate. You may be required to complete another agreement to use this service. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave sufficient time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments per day.

2. Transfer Limitations. For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized or automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. Conditions of EFT Services.

a. Ownership of Cards. Any card or other device that we supply is our property and must be returned to us, or to any

person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person. But you are responsible if you allow someone else to use your card.

b. Honoring the Card. Neither we or any merchant authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA Debit Card from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA Debit Card itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, may be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

d. Security of Access Code. You may use one or more access codes with your EFTs. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying us. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and we suffer a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and we may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

f. Overdrafts. You promise to pay us immediately upon demand for any negative (overdraft) balance arising in your Account. If you do not have checking line of credit privileges, we may deduct the amount of any overdraft on your Account from any other Account you have with us, except an Individual Retirement Account. You agree that we may also withdraw funds from any direct deposit Social Security or Veterans Retirement payment you receive. You agree not to use your Card for a transaction that would cause the balance in any selected Savings or Checking Account to go below zero, or that would cause any line of credit balance to go above your line of credit, or that would cause a withdrawal or transfer from an Account that you do not have or have not selected. We will not be required to complete any such transaction, but if we do, you agree to pay us the excess amounts of improperly withdrawn or transferred funds immediately upon request.

4. Fees and Charges. There are certain fees and charges for EFT services. You can review our Fee Schedule to obtain this information. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. Your Liability for Lost, Stolen or Unauthorized Transactions Involving an ATM/POS Card or PIN Transaction. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or access code or

otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. Tell us immediately if your statement has transfers that you did not make. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (401) 421-2436, then write to us at: 179 West River Street, Providence, RI 02904.

For lost or stolen Cards, after hours, 1-800-528-2273

#### 6. Right to Receive Documentation.

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or debit card transaction with a participating merchant.

c. Exception for receipts in small-value transfers. A financial institution is not required to make available a receipt if the amount of the transfer is \$15 or less. The fact that an institution does not make a terminal receipt available for a transfer of \$15 or less is not an error for purposes of Error Resolution.

d. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling us at (401) 421-2436 or going online at [www.pgecu.org](http://www.pgecu.org) and clicking Online Banking Service. This does not apply to transactions occurring outside the United States.

7. Business Hours. For purposes of this Agreement, our business days and hours are Monday through Friday, excluding Federal holidays.

Main Office: 179 West River Street, Providence, RI 02904

Lobby Hours: 9:00 a.m. until 4:00 p.m. Mon.-Fri.

8. Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some important exceptions. We will NOT be liable, for instance, if: through no fault of ours, you do not have enough money in your account to make the transaction; the transaction would go over the credit limit on your credit line; the terminal where you were making the transaction did not have enough cash; the ATM or network system was not working properly; circumstances beyond our control (such as fire, flood, power failure, or computer downtime) prevented the transaction, despite reasonable precautions that we have taken; the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; your ATM/POS and Check Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly; your ATM/POS and Check Card or PIN has been reported lost or stolen and we have blocked the account; or failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account. There may be other exceptions not specifically mentioned above.

9. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at 179 West River Street, Providence, RI 02904. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

10. Your Rights in Case of Errors or Questions About Your Electronic Transfers. In case of errors or questions about electronic funds transfers from your accounts, telephone us at the following number and/or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST

statement on which the problem appears. Call us at (401) 421-2436, then please write to us at: 179 West River Street, Providence, RI 02904.

- a. Tell us your name and account number.
- b. Describe the electronic transfer you are unsure or have a question about. Explain as clearly as you can why you believe we have made an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you give us this information orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) 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 ten (10) days, we may not credit your account. We will tell you the results within three (3) business days of 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. You agree to cooperate with our investigation by promptly responding to our oral or written questions or requests for additional documents or proof.

11. Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to us. If you do not return the cards, you should cut them up into small pieces. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or we terminate this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

12. Evidence. Any documentation provided to you which indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima-facie (self-evident) proof such transfer was made.

13. Disclosing Your Account Information to Third Parties.

- We will disclose information to third parties about your account or the transfers you make: when necessary to complete a transaction you initiated; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with government agency or court orders or other legal process; or
- with your oral or written permission. Additional information is available by reviewing our Right to Member Privacy disclosure. If we discover that an unauthorized disclosure has occurred, we must inform you within three (3) days of discovery.

14. Enforcement. You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection action.

15. Unlawful Internet Gambling Notice. Pursuant to federal law, we will deny all debit card transactions that are initiated from an Internet Gambling merchant code. Credit card transactions that are initiated from an Internet Gambling merchant code will also be denied.

16. Safety. The following information is a list of safety precautions regarding the use of ATM and Night Deposit Facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.

- c. Close the entry door of any ATM facility equipped with a door.
- d. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- e. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet.
- f. Count the cash later in the safety of your car or home.
- g. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later.
- h. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- i. If you are followed after making a transaction, go to the nearest public area where people are located.
- j. Do not write your personal identification number or code on your ATM Card.
- k. Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police department from the nearest available public telephone.

17. Governing Law. This Agreement is governed by the Bylaws of the PGE Federal Credit Union, federal laws and regulations, and the laws and regulations of the state where we have our main branch.

## 5. Endorsing Your Mobile Deposits

Checks are negotiable instruments that permit the transfer of money from remitter to payee. Checks are considered a promise to pay; meaning, they are not guaranteed forms of payment like Money Orders or Cashier's Checks. Since it is a promise to pay, many factors determine if a check can be accepted for deposit or cash. One of those factors is having a correct endorsement.

The remitter is the person who wrote and signed the check. The payee is the person getting paid. The payee signs the back of the check. This signature, or endorsement, concludes the negotiation of the check. This means the transaction is finalized.

To assure that a check is processed without delay or failure, it is important to endorse the checks exactly as intended by the remitter. We will be looking for the correct endorsement, but here is an overview of the basic rules for personal checks.

For the purposes of making a MOBILE DEPOSIT instead of simply signing your name on the endorsement line, we ask that you write: "For mobile deposit only to PGEFCU" on the back of the check. This is called a restrictive endorsement because it is declaring the check limited to deposits, meaning it can not be cashed. Below that, please enter the date of the deposit.

Please note, when there is only one payee named on a check, that one person alone has the right and responsibility to endorse the check. However, when multiple payees are listed, ownership of the funds depends on how the remitter wrote the check.

If the names are connected by the word "AND," all payees must endorse the check. If the names are connected by the word "OR," then only one of the payees must sign. This is the same rule if the check reads "AND/OR;" one or all payees may sign. If names are simply listed, perhaps connected with commas but no words, it is at the credit union's discretion to interpret this payee designation as either "AND" or as "OR."

Please contact us with any questions.

ENDORSE HERE *Jane Doe*  
For Mobile Deposit Only to PGE FCU  
7/4/76

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

ORIGINAL DOCUMENT

1 The security features listed below, as well as those not listed, exceed industry guidelines. HS-9

Security Features:	Results of document alteration:
MicroPrint Signature Line	• Small type in signature line appears as dotted line when photocopied
Chemically Sensitive Paper	• Stains or spots may appear with chemical alteration
Erasure Protection Security Screen	• White mark appears when erased • Absence of "Original Document" verbiage on back of check

© FedLock design is a certification mark of the Check Payment Systems Association  
\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC.



## The Benefits of Membership

### **Savings**

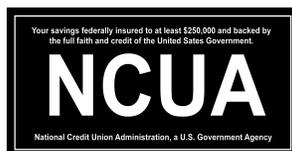
- Savings Accounts
- Share Draft Checking Accounts
- Overdraft Protection
- Term Share Certificate Accounts
- IRA Certificate Accounts
- MoneyMarket Accounts
- Sub Share Accounts
- VISA Check Card

### **Services**

- Bank by Mail
- Certified Checks
- Credit Life & Disability Insurance
- Direct Deposit
- Money Orders
- Notary Service
- Payroll Deduction
- 24/7 Audio Teller
- Travelers Checks
- Wire Transfer
- Home Banking
- Bill Payment Service
- Investment Services

### **Lending**

- Personal Loans
- New & Used Automobile Loans
- Recreational Vehicles
- Mortgages
- Home Equity Loans
- Home Equity Line of Credit
- Student Loans



We do business in accordance with the Fair Housing Lending Law.  
Your savings are federally insured to at least \$250,000  
and backed by the full faith and credit of the US Government.