Welcome To Empower Federal Credit Union!

On behalf of the members, staff and volunteers at Empower, we welcome you into our credit union family. As you know, the National Credit Union Administration has given approval for this merger. The merger unites two community-minded credit unions and will provide members with high-value products and consistent, quality service, as well as more physical branches and a larger ATM network. FocalPoint FCU will begin operating as Empower Federal Credit Union as of January 1, 2016, and will use the Empower name. Empower is a credit union that holds deeply onto its credit union roots. The credit union was chartered in 1939 and, as on the day it was created, still treats members as people, not numbers.

Empower Federal Credit Union is focused on offering members the highest quality financial products and services. So you can become familiar with upcoming product and service enhancements, and with any changes related to your credit union accounts, this benefits booklet has been created just for you.

We look forward to serving you. Welcome to Empower!

John D. Wakefield
John D. Wakefield
President/CEO
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Key Member Information

Merger Launch Date
Mark your calendars, and join the excitement! On January 1, 2016, our operating systems will be merged. This means that you will be able to access your accounts at any of our Empower locations and enjoy all the benefits of Empower Federal Credit Union.

New Name
FocalPoint Federal Credit Union will be adopting the Empower Federal Credit Union name. Signs inside and outside the FocalPoint Federal Credit Union branches will change to the new name.

Membership Conversion
Your FocalPoint FCU membership will automatically convert to an Empower membership on January 1, 2016. There is nothing you will need to do. Your member number will change. You will receive a letter containing your new member number soon.

Passwords
Passwords are required for conducting telephone transactions with the credit union. Members that do not have passwords set up when calling in will be asked additional security questions to ensure the identity of the person making the transaction. Once identity is verified, a password will be created for future telephone transactions. You may also set up a password in person at one of our branches, but this is not required. Empower staff may also ask to see valid picture ID. This is to ensure the identity of the person making the transaction. This protects your accounts and keeps them secure.

Account and Loan Numbers
Empower uses numeric account and loan numbers to designate sub-accounts and loans. After the merger, you will find your FocalPoint FCU sub-account numbers (for both deposit accounts and loans) will change. You will need to know the sub-account numbers when using E-Phone, Online Banking and Bill Pay Services. Sub-Account Numbers: 1- Shares (Savings); 9-Share Draft (Checking); 2-Mortgage Shares; 3-8 Holiday/Club Accounts; 10-29 Money Market, Certificates & IRA’s; 141-199 Loans.

Routing & Transit Number
Empower's routing and transit number is 221380127.

Website
Empower provides an easy-to-navigate website at www.empowerfcu.com. Our website will provide you with the latest news about our products, services, rates, promotions, events and programs.

Contact Information
• Centralized Contact Center
  Call 315.477.2200 or 800.462.5000, option 2, for the contact center, which is staffed by Empower employees, and open from 7:30 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. Saturday. (All calls to FocalPoint FCU will be routed to Empower’s contact center.)

• E-Phone
  Call 315.477.2200 or 800.462.5000, option 1, for 24-hour automated Empower account access.

• Loans by phone
  Call 315.477.2200 or 800.462.5000, option 3, to apply for an Empower loan by phone, 24 hours a day, 7 days a week.

• Empower Associated Services, Inc.
  Call 315.477.2200 or 800.462.5000, option 8, for Empower Associated Services, Inc. or 800.462.5000 ext. 5678

• CUSO Financial Services, L.P.
  Call 315.728.5435 or 800.462.5000 ext. 5434
As an Empower member, you now have access to 21 additional branch locations!

AUBURN
65 State Street
Auburn, NY 13021
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Fri: 7:30 am - 6:00 pm
Sat: 9:00 am - 1:00 pm

BALDWINSVILLE
15 East Genesee Street
Suite 110
Baldwinsville, NY 13027
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm

CANANDAIGUA
400 Fort Hill Avenue
Building 7
Canandaigua, NY 14424
Mon - Fri 8:00am - 4:00pm
Sat: Closed

CHEEKTOWAGA
2690 Walden Avenue
Cheektowaga, NY 14225
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: Closed
Drive-thru hours:
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm

CHITTENANGO
278 Genesee Street
Chittenango, NY 13037
Mon-Thu: 9:00am - 5:00pm
Fri: 9:00am – 5:30pm
Sat: 9:00am - 1:00pm
Drive-thru Hours: Not Available

CICERO
5791 Route 31
(Corner of Route 31 & 11)
Cicero, NY 13039
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Fri: 7:30 am - 6:00 pm
Sat: 9:00 am - 1:00 pm

ELMIRA
351 North Main Street
Elmira, NY 14901
Mon-Thu: 9:00am - 5:00pm
Fri: 9:00am - 5:30pm
Sat: 9:00am - 1:00pm
Drive-thru hours:
Mon-Thu: 9:00am - 5:00pm
Fri: 9:00am - 5:30pm
Sat: 9:00am - 1:00pm

FAIRMOUNT
3700 W. Genesee Street
Syracuse, NY 13219
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Fri: 7:30 am - 6:00 pm
Sat: 9:00 am - 1:00 pm

FAYETTEVILLE
7320 E. Genesee Street
Fayetteville, NY 13066
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Fri: 7:30 am - 6:00 pm
Sat: 9:00 am - 1:00 pm

FULTON EAST
520 S. 2nd Street
Fulton, NY 13069
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Fri: 7:30 am - 6:00 pm
Sat: 9:00 am - 1:00 pm

FULTON WEST
722 W. Broadway
Fulton, NY 13069
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: Closed
Drive-thru hours: Not Available

JOHNSON CITY
760 Harry L Drive
Johnson City, 13790
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Thur: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm

LAKELAND
963 State Fair Blvd.
Syracuse, NY 13209
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Thur: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm

LIVERPOOL
7670 Morgan Road
Liverpool, NY 13090
Mon-Thu: 9:00 am - 5:00 pm
Fri: 9:00 am - 5:30 pm
Sat: 9:00 am - 1:00 pm
Drive-thru hours:
Mon-Fri: 7:30 am - 6:00 pm
Sat: 9:00 am - 1:00 pm

In addition to these locations, Empower also has restricted access branches located in National Grid (Syracuse), and The VA Medical Center (Syracuse).
Automated Services

Automated services at Empower Federal Credit Union are designed to provide you with 24-hour account access and convenience.

ATMs
You will have continued access to a large ATM Network to make deposits and withdrawals.
• Empower ATM network
• Allpoint ATM network - which offers 50,000 ATMs across the nation
• Sharet.net! ATM network in Central New York
• You now may make surcharge-free withdrawals at any Allpoint (debit cards only), Sharenet!, and Empower branch ATMs. Visit www.empower-fcu.com and refer to the MEMBER CENTER to access our Locations/Hours, ATMs, & Shared Service Centers locator link.

*For surcharge-free transactions at Allpoint machines, you must use your Debit Card. Empower Federal Credit Union does not own Allpoint, select southern tier locations, or Sharenet ATMs and these transactions are counted towards your specified free monthly transactions. You will not incur a surcharge or transaction fee when using an Empower owned ATM.

Transaction Fee(s) may be incurred when using your Debit Card for ATM transactions at an ATM not owned by Empower and when making a PIN-Based purchase with a merchant. Members receive 10 free ATM/PIN based transactions per month when using an Empower Debit Card. Refer to Fee Schedule on page 44.

Direct Deposit/ACH
The merger between FocalPoint FCU and Empower will not interrupt direct deposit or automatic payment services. In fact, we’ll automatically send a notice to the companies depositing to or withdrawing from your account to ensure that no services are interrupted.

Note: Some companies may not accept a change request from Empower Federal Credit Union without authorization from the employee. The employer may require notification from the account holder.

E-Phone
E-Phone allows you to obtain your Empower account information and perform account transactions anytime and anywhere you can access a touch-tone phone. E-Phone is available 24 hours a day, 7 days a week, including holidays! E-Phone is quick, easy and free!

E-Phone PIN
Contact us at 800.462.5000 or visit a local branch location to establish E-Phone access and to receive your PIN. Visit our website to learn more about touch-tone telephone access and other services. E-Phone is available 24 hours a day, 7 days a week, including holidays!

How To Use E-Phone
Call E-Phone at 315.477.2200 or 800.462.5000
1. Select 1 for E-phone.
2. Select 1 to access your account
3. Enter your EMPOWER Member Number followed by the # sign.
4. Enter your Access Code (PIN) followed by the # sign.
5. Follow the E-Phone guided menu to complete your transaction.

Online Banking & Green Services
Empower’s safe and secure Online Banking, Bill Pay, eStatements, eNotices, and Mobile Access services are fast, FREE, and provide easy access to information about your accounts. Online Banking requires you to complete the First Time Sign-up when visiting www.empowerfcu.com. The process takes just a couple minutes to complete.

* Fees from your cellular service provider may apply
Online Loan Application
Empower's safe and secure Online Banking allows you to apply for a loan and/or electronically sign your loan documentation from your home or office PC, or your Smartphone or Tablet. This system provides real-time delivery of documents in an efficient and secure manner. Simply log into your account to access.

Bill Pay
Empower online Bill Pay allows members to set up, at their convenience, single or recurring bill payments. Log onto Empower online banking, select Bill Pay to begin, 24 hours a day, 7 days a week. Bill Pay is free to use for Empower members.

eStatements
If you are currently receiving credit union statements by mail, you can request having your statements sent to your Empower online account. Sign up for eStatements while you are in Empower's Online Banking system. The safe and secure statement delivery system allows you to view your Empower statements online. You are automatically notified via email, when your statement is available for viewing and the statements are securely saved through our Online Banking system. Once you receive your email, simply log in to your account to view your monthly statement. For security reasons, the email will not contain a link to your account and/or statement.

Online Account History
You may call the credit union to obtain account history prior to January 1, 2016. Beginning January 1, 2016, online history will build and be available to you.

Online Scheduled Transfers
Use online scheduled transfers as an option for setting up automatic account to account transfers or bill payments. You set up the dollar amount and transfer interval you need.

Online Alert Center Notifications
Set up online banking notifications to get alerts regarding certain activity on your account. Alerts may be sent as an email and/or via text message.

eNotices
Have your line of credit advance, share certificate maturity, or other notices sent electronically to your Empower online account. Sign up for eNotices while you are in Empower's Online Banking system. The safe and secure delivery system allows you to view your Empower notices online. Your notices will be available for viewing and are securely saved through our Online Banking system. Simply log in to your account to view your notices.

Mobile Apps*
Can't visit an Empower branch? Take us with you with Empower's free mobile banking applications. Use your mobile phone to conveniently access your account anywhere and anytime. Once you have downloaded Empower Mobile Banking you can: check balances, view recent transactions, transfer funds, pay bills to existing payees established within Bill Pay, & find ATM & Branch Locations from your mobile device.

*Message and data rates may apply. Check with your service provider.
Share Savings Accounts

■ All members are required to maintain a share savings account. The minimum to open and maintain this account is $25.00 (par value). Members will have until July 1, 2016 to bring their balance to par.

■ Transfers and withdrawals will be subject to Regulation D (see page 24 section 6 for Important Details).

■ Dividends are tiered by balance – the more saved, the more earned:
  Tier 1  $0 - $2,499
  Tier 2  $2,500 - $4,999
  Tier 3  $5,000 & above

Holiday Club Account
■ No minimum balance requirements
■ All balances earn dividends
■ Dividends are compounded daily and posted monthly
■ Transfers and withdrawals will be subject to Regulation D
■ Save without effort with Direct Deposit

Empower Club Account(s)
■ All club accounts with exception of Holiday Club are called Empower Club Account(s). You can customize the title of these accounts – for example, Rainy Day Account, Dream Vacation, etc. by calling 800.462.5000, press option 2 or online through Online Banking.
■ No minimum balance requirements
■ All balances earn dividends
■ Dividends are compounded daily and posted monthly
■ Transfers and withdrawals will be subject to Regulation D
■ Save without effort with Direct Deposit

Empower Regular or IRA Premium Money Market Account
■ $2,500 minimum balance to open account and earn dividends
■ Dividends are calculated on the average daily balance, compounded daily and posted monthly
■ Dividends are tiered by balance – the more saved, the more earned:
  Tier 1  $2,500 - $9,999
  Tier 2  $10,000 - $24,999
  Tier 3  $25,000 - $49,999
  Tier 4  $50,000 - $99,999
  Tier 5  $100,000 - $249,999
  Tier 6  $250,000 and above

Empower Regular or IRA Share Certificates
■ Upon maturity, the certificate will automatically renew at the posted rate for your term and will be subject to Empower terms and conditions
■ Upon the initial maturity of your share certificates, you will have a 10-day grace period to make changes.
■ $500 minimum to open account
■ Dividends are compounded daily and posted monthly
Dividends are tiered by balance – the more saved, the more earned:

- **Tier 1** $0 - $2,499
- **Tier 2** $2,500 - $4,999
- **Tier 3** $5,000 & above

Terms: 3 months – 10 years

Penalties apply for early withdrawal (refer to the Truth in Savings Account Disclosure on page 24)

**Empower IRA (Education, Roth, Traditional & HSA) Share Savings Accounts**

- No minimum balance requirements
- All balances earn dividends
- Dividends are compounded daily and posted monthly
- Dividends are tiered by balance – the more saved, the more earned:
  - **Tier 1** $0 - $2,499
  - **Tier 2** $2,500 - $4,999
  - **Tier 3** $5,000 & above

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**Empower** has partnered with CUSO Financial Services, L.P. and Advisors are here to assist you in all life stages. CFS* is a full service broker-dealer and SEC registered Investment Advisor offering a broad array of investment, advisory products and services.

**Services include:**

- Reviewing Your Current Financial Plan
- Retirement Planning
- IRA, 401(k), 403(b), 457 plans, and TSP Rollovers
- Retirement Income Strategies
- Education Funding
- Life and Long Term Care Insurance

To get started designing your plan, contact us today to schedule a free, no-obligation appointment: Call 315.728.5434 or 800.462.5000 ext. 5434

*Non-deposit investment products and services are offered through CUSO Financial Services, L.P. ("CFS"), a registered broker-dealer (Member FINRA/ SIPC) and SEC Registered Investment Advisor. Products offered through CFS: are not NCUA/NCUSIF or otherwise federally insured, are not guarantees or obligations of the credit union, and may involve investment risk including possible loss of principal. Investment Representatives are registered through CFS. The Credit Union has contracted with CFS to make non-deposit investment products and services available to credit union members.
Dollar Dog
A value-added program for Empower members ages birth to 12, that have an Empower Share account.

- Regular share savings account with a $25 minimum to open and maintain membership (par value)
- All balances earn dividends
- Dividends are compounded daily and posted monthly
- Transfers and withdrawals will be subject to Regulation D
- Dividends are tiered by balance – the more saved, the more earned:
  - Tier 1  $0  - $2,499
  - Tier 2  $2,500  - $4,999
  - Tier 3  $5,000  & above
- 12 and 24 Month Wealth Builder Certificates with a $100 minimum to open and additional deposits allowed. Add a minimum of $50 to the certificate anytime
- 529 options (available through Investment Services, Retirement Solutions department)
- FunZone newsletter featuring the mascot, Dollar Dog
- Birthday cards, and more!

50plus
A value-added program for Empower members age 50 years or older, that have an Empower Share Draft Checking account with Direct Deposit of Company Payroll, Pension or Social Security.

- Share Draft Checking - 2 Free boxes of Empower style duplicate checks only per year with no shipping & handling charges
- Earn an additional .25% on share certificates (new money only, any term, no minimum)
- Additional rebate available for tax preparation services by EAS (Empower Associated Services)
- Free postage-paid Empower return envelopes
- Free nationwide wire funds transfer
- 50plus newsletter
- Exclusive events and more!

Share Draft Checking & Debit Cards
Empower share draft checking with an Empower debit card gives you flexibility and offers options for every need.

Please note: Empower Federal Credit Union will not contact you by phone to notify you of a potential and/or pending overdraft. See overdraft options on page 8.

- Empower checks have been ordered at no cost for FocalPoint FCU members with share draft checking accounts. You will be receiving one package of new checks in the mail.
- Effective January 1, 2016, you must begin using your new Empower checks.
- Please destroy all FocalPoint FCU checks after January 1, 2016, or bring them in to an Empower branch for proper disposal.
■ Any outstanding FocalPoint FCU checks that were written prior to January 1, 2016, and have not yet cleared, will still be honored.
■ Black-out period for ordering checks – No new checks can be ordered between December 1st – December 31st, 2015. Please contact your Focal Point FCU branch to obtain teller checks if necessary during this black-out period.

Share Draft Checking
*Please note: All ePoint, OnPoint & Premium Point checking accounts will convert to Empower sharedraft accounts.*
■ No minimum balance requirements
■ No monthly fees, check clearing charges, or teller transaction fees
■ Unlimited surcharge-free ATM transactions at any Empower ATM
■ 10 free transactions per month at non-Empower-owned ATMs and when making a PIN- based purchase with a merchant (thereafter, $2 each). Empower does not own Allpoint or Sharenet! ATMs and Allpoint and Sharenet! transactions are counted toward your 10 free transactions. For surcharge-free transactions at Allpoint machines, you must use your Empower Debit Card.
■ Free Empower style checks with Direct Deposit/Payroll Deduction (1 package per year)
■ Overdraft Protection Options available (Share transfers subject to Federal Regulation D limits)
■ Courtesy Pay may be applied
■ eStatements available
■ Funds Availability Policy applies

Debit Cards
■ If you have a FocalPoint FCU Debit card, you should continue to use your FocalPoint FCU Debit card through January 1, 2016.
■ If you have a FocalPoint FCU Debit card, you will receive a new Empower Debit card and Personal Identification Number (PIN) prior to January 2, 2016. The card and PIN will be mailed to the address listed on your member account. You may pre-activate your new Debit card, but you will not be able to use your new card until January 2, 2016.
■ Effective January 2, 2016, $500 daily cash withdrawal limit
■ Effective January 2, 2016, $500 point of sale daily transaction limit when using your PIN
■ Effective January 2, 2016, up to available balance in share draft account for signature based merchant/vendor transaction
■ If you have a FocalPoint FCU Debit card, you must notify and change any current Debit Card pre-authorizations (e.g. Netflix, AOL, fitness club membership, etc.). Contact merchant/vendor to provide your new Empower Debit Card information.

Overdraft Options for Share Draft Accounts
This section explains our standard and optional overdraft practices.

STANDARD PRACTICES
■ Empower automatically extends Courtesy Pay (see Courtesy Pay Disclosure on page 9) to all share draft accounts. Courtesy Pay can cover share drafts and electronic debits (ACH) up to $500. A $25 fee may apply to each item that is paid using Courtesy Pay. These items will be paid using Courtesy Pay, unless you have told us not to.
A less expensive option for overdraft protection is to link a savings account to the share draft account for automatic transfers to cover share drafts and electronic debits. There is no transfer fee, however, transfers from savings accounts are subject to Regulation D, limiting the transfers to 6 per month. **If you currently have your savings account linked to your existing FocalPoint FCU share draft account, your new Empower savings account will also be linked to your new Empower share draft account. No action is needed on your part.**

**OPTIONAL OVERDRAFT PRACTICES (may require an Opt-In from you)**

- A line of credit (lending approval required) may be linked to the share draft account to cover share drafts and electronic debits. **If you currently have a line of credit account linked to your existing FocalPoint FCU share draft account, your new Empower line of credit account will also be linked to your new Empower share draft account. No action is needed on your part.**

- If you choose Courtesy Pay, you may opt in to allow us to authorize and pay for Debit and ATM transactions up to $500. **A separate mailing will be sent to all existing FocalPoint FCU share draft account holders asking if you would like to opt in for this service. A $25 fee may apply to each item that is paid using this service.**

**Fees and Conditions**

1. Fee for payment of each overdraft: up to $25.00

2. Fees may be charged under the Debit Card Courtesy Pay program, if you have opted-in, for any debit card purchase, using either a PIN or a signature that overdraws your account, or any ATM withdrawal that exceeds your available balance.

3. You are obligated to reimburse Empower and required to deposit sufficient funds to cover the overdrawn debit card purchase or ATM withdrawal, either through direct deposit, transfer of funds, or regular deposit, within 30 days of the account becoming overdrawn.

**Courtesy Pay Disclosure**

Empower Federal Credit Union (Empower) is not obligated to pay any item presented for payment if your account does not contain fully-paid and collected sufficient funds, or if there is no available line of credit established in the credit agreement. However, if you meet the criteria listed below, and have agreed to have your debit card transactions covered by this program, Empower may approve your reasonable overdrafts as a non-contracted courtesy. You will be eligible for Courtesy Pay if all of the following are true:

- the member is in good standing (defined as someone who has not caused the credit union a loss);
- the membership has been open for at least 30 days;
- there are no legal or administrative orders or levies on the account;
- the account is not for a business or organization;
- the member does not have a (any) delinquent loan(s) with the Credit Union;
- the member is not a party in a bankruptcy proceeding;
- there is no apparent improper activity on the account;
- the member is eighteen (18) years of age or older.
1. Accounts are subject to a Courtesy Pay limit of $500.00 (five hundred dollars), which is approved by the Board of Directors. If you maintain the account in good standing and have need for this ‘courtesy’, we may, at our sole discretion, pay overdrafts up to the established Courtesy Pay limit, including our normal Courtesy Pay fee(s) as set forth in the Empower Fee Schedule (and as listed above). Whether we pay or return a check or ACH debit item, your account will be assessed a fee, either a Courtesy Pay fee or a Non-Sufficient Funds fee, but you will not be charged both fees. If we pay a debit card transaction, your account will be assessed a fee, but if we decline the debit card transaction, we will not charge your account a fee. The amount of any overdraft, plus our Courtesy Pay fees, shall be due and payable within thirty (30) days of the account becoming overdrawn. You are obligated to reimburse Empower and required to deposit sufficient funds to cover the overdrawn transaction paid by Empower and the Courtesy Pay fees, either through direct deposit, transfer of funds, or regular deposit. If the account is not brought to a zero or positive balance within 45 days, the account will be closed, referred to Collections, and reported to ChexSystems. Overdrafts above and beyond the established Courtesy Pay limit will result in the debit card transaction being declined, or the check/ACH debit being returned to the payee. If you receive a direct deposit of your monthly Social Security payment into your share draft account and do not want Courtesy Pay eligibility, you must advise us by calling 315.477.2200, or 800.462.5000, option 2. Empower may refuse to pay an overdraft for you at any time, even though we have previously paid overdrafts for you and even though this Courtesy Pay program exists. Empower has no obligation to notify you before we pay or decline/return any item. If there is an overdraft paid by Empower on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for such overdrafts plus any Courtesy Pay fees. Empower Courtesy Pay will not be available to you for checks presented for cashing at the teller window.

It is the policy of Empower Federal Credit Union to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. The Empower Courtesy Pay service does not constitute an actual or implied agreement between you and the Credit Union. Nor, does it constitute an actual or implied obligation of, or by, the Credit Union. This represents a purely discretionary courtesy or privilege that the Credit Union may provide from time to time, and which may be withdrawn or withheld by us at any time, without prior notice, reason or cause. Empower always may refuse to pay any overdraft for you at any time.

**Lending**

**Empower Credit Cards**

We encourage members to contact our loan department at 315.477.2200 to apply for an Empower MasterCard®. Our card offers low interest rates, no annual fee, and an incredible Rewards Program!

The Empower Credit Card Rewards Program offers the following:

- Earn 1 point* for each dollar you spend on net purchases
- Redeem points earned for Merchant or Travel rewards
- Current gift card redemptions are valued at $75 for every 5,000 points earned*
Online rewards statement and redemption
Rewards statement mailed annually
The Air Travel Reimbursement Program from Empower Federal Credit Union offers you complete restriction-free travel. You can arrange your own itinerary without the hassles of advance notice requirements and blackout dates! Minimum redemption for travel rewards is 20,000 Empower Credit Card reward points for $300 travel reimbursement.

*The Credit Union has the right to, from time to time, change the Credit Card Rewards Program rules, regulations, benefits, conditions of participation or point levels, in whole, or in part, with or without notice. Changes may affect the points already accumulated. The Credit Union reserves the right to terminate the program at any time.

Empower Loan & Mortgage Products
At Empower, we have loans for every need, from new auto loans to home equity loans and everything in between! And now, the competitive loan products and pricing that FocalPoint FCU members have enjoyed will be even better!

Loan Discount
Members will receive a .50% discount on loan rates (new loan applications only) by just signing up to have their loan paid by direct deposit or share transfer! With automatic loan payments from direct deposit or share transfer, you are not only saving money, but time too! Some restrictions may apply.

Credit Life and Credit Disability Coverage
You may now benefit from low-cost Credit Life and Credit Disability Insurance program with more benefits than before. Please see the Truth in Lending disclosure on page 40 of this booklet.

Guaranteed Asset Protection (GAP)/Mechanical Repair Coverage (MRC)
Beginning 01/01/16, you may now purchase GAP and MRC coverage on Empower automobile and recreational vehicle loans. With GAP and MRC coverage, you’ll protect your most valuable assets while having your own financial peace of mind.

Carfax™
Carfax vehicle history reports help car buyers make more-informed decisions about a car purchase. Empower members can request a Carfax report for a member discount price, by calling Empower’s Lending Department: 315.477.2200, press 3, then 5.

Expanded List of Mortgage Products
Empower Federal Credit Union® offers a complete line of Mortgage Products. Our mortgage department offers top notch professional service, experienced mortgage consultants, low closing costs (no broker fees), and streamlined documentation.

Mortgage Options for Purchasing
- Fixed or adjustable rates
- Up to 30 year terms

Mortgage options for refinancing
- Fixed or adjustable rates
- Up to 30 year terms
- Cash-out refinancing

First Time Home Buyer Program
- Low down payment required
- Gifts, grants and other approved sources may be used for closing costs
Member Business/Commercial Mortgage Products
- Owner Occupied Fixed and Floating Rates, Maximum loan-to-value 80%
- Investor Owned Fixed and Floating Rates, Maximum loan-to-value 80%

Other Benefits
- Experienced mortgage consultants
- Low closing costs (no broker fees)
- Discount points available on many products
- Streamlined documentation
- Products available for credit challenged members

We are proud to be an approved community lender for the First Home Club-**. Contact Empower Federal Credit Union directly to ask questions and/or to begin the application process.

**Members must meet qualification requirements and be a first time home buyer.

Focalpoint FCU Loan Payments
Your current FocalPoint FCU loan(s) (except for your variable rate line of credit, details below) will continue to accrue at their stated rate and will be subject to the same terms and conditions under which the account was opened. Your existing note and agreements will remain in effect until such time as the loan is repaid in full.

Focalpoint FCU Line of Credit Loans (LOC)
You will receive a separate mailing that outlines changes in the terms of your Line of Credit Loan (LOC). These changes will be effective no sooner than 45 days after that change in terms notice. You can expect that mailing in early January 2016.

Focalpoint FCU Credit Card
You will receive a new Empower Mastercard by mail prior to January 1, 2016. Your existing credit card balance will be moved to this card at the same rate and terms. You will then receive a separate mailing that outlines changes in the terms of your Credit Card Loan effective no sooner than 45 days after that notice. You can expect that mailing in early January 2016.

Other Benefits

BALANCE
Empower Federal Credit Union partners with BALANCE, a financial fitness program. After 01/01/16, you will have access to BALANCE services, confidential and FREE:

- Money Management Counseling – Certified financial counselors help you develop both short- and long-term financial strategies.
- Debt Management – Create a financial plan to get out of debt, consolidate your credit card payments, lower payments and even reduce or eliminate interest fees!
- Credit Report Review – Review your credit report with a certified BALANCE Counselor.* Learn what’s on your credit report, how to read it and what your credit score means.
- BALANCE Information Line: 888.456.2227
  Monday – Thursday: 8:00 am – 11:00 pm
  Friday: 8:00 am – 8:00 pm
  Saturday: 11:00 am – 8:00 pm
If you request a copy of your credit report(s) from BALANCE, BALANCE will charge for the report(s) you request. An independent company provides the BALANCE Financial Fitness Program. Empower Federal Credit Union is not a party to any transactions(s) you may enter into with BALANCE, nor does the credit union warrant any of BALANCE services. Please see the BALANCE Website at www.balancepro.net for their privacy policies. You must make an independent judgment as to whether the BALANCE program is suitable for you.

CU Service Centers
A CU Service Center is a credit union branch that is equipped to accept transactions from members of other credit unions. When Empower members use a CU Service Center, they find the person-to-person service plus the convenience of new locations. Transactions include deposits, withdrawals, account history, transfers, statement printout and more. Members using a CU Service Center must present their Empower member account number and valid photo identification. There is no charge for this service. To check for convenient locations, visit Empower’s website at www.empowerfcu.com. Please note: Former FocalPoint branches will no longer be Shared Service Center locations.

Safe Deposit Boxes
Self-service safe deposit boxes are available in our Liverpool, Cheektowaga, Cicero, Elmira, Fayetteville, Fairmount, Oswego and Auburn branch locations.

Business Accounts

Business Services
Empower Business Services is here to assist in managing your cash flow effectively and efficiently.

Loans:
- Lines of Credit
- Term Loans (Vehicles, equipment etc.)
- Corporate Credit Cards
- Commercial Mortgages
- Stand-By Letters of Credit
- SBA Participant Lender
  - 7A Program
  - SBA Express Program
  - 504 Program

Savings Options:
- Savings
- Money Market
- Certificates

Checking Options:
- Competitively Priced or Free
- Overdraft Protection
- Debit Card

E-Services:
- Online Access
  - Balance Reporting
  - Online Transfers
  - Balance & Payment Alerts
- Deposit Services
Empower Associated Services (EAS) is a wholly-owned subsidiary of Empower Federal Credit Union (EFCU). EAS provides insurance and tax services to benefit EFCU members and non-members alike. EAS’s mission is to ensure that you are provided with objective, timely information to help you make sound financial decisions. The EAS staff are located at many of Empower Federal Credit Union’s locations. By appointment only. Their direct phone number is 315.426.5678 or toll-free at 800.462.5000 extension 5678.

Insurance Services*
Empower Associated Services, Inc (EAS) offers a full line of insurance protection for individuals. It is important that you review your insurance policies periodically to ensure they’re up to date and still meet your needs.

Tax Services*
EAS offers affordable, professional income tax preparation and planning services. EAS is available year-round to handle all your tax planning needs. Appointments are available at most offices. Tax returns can be done by mail or fax. Please call 315.426.5678 or 800.462.5000 ext. 5678.

*Insurance is offered through Empower Associated Services, Inc., a wholly owned subsidiary of Empower Federal Credit Union. The purchase of insurance from Empower Associated Services, Inc., is not required to obtain credit or other services from Empower Federal Credit Union. Insurance products are not credit union deposits and are not NCUA insured, nor are they obligations of or guaranteed by Empower Federal Credit Union. Not all insurance products are available in all states. Call for availability in your state.

** Empower Associated Services, Inc. provides insurance and tax services for members of Empower Federal Credit Union. EAS clients’ financial records, including income tax information, are held in strictest confidence. EAS will not sell or otherwise share your name or account information with third parties. At EAS, your privacy is as important to us as it is to you.

MEMBERSHIP AND ACCOUNT AGREEMENT
This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words “you,” “your,” and “yours” mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union’s online application and authentication process. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union’s online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings
Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union’s bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

1. **MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (“membership share”) as set forth in the Credit Union’s bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. **INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

3. **JOINT ACCOUNTS** - A joint account is an account owned by two (2) or more persons.

   a. **Rights of Survivorship** - Unless otherwise stated on the Account Card or documented through the Credit Union’s online application and authentication process, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

   b. **Control of Joint Accounts** - Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items 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 in order to act.

   c. **Joint Account Owner Liability** - If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the 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 the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. **POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee’s interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. **ACCOUNTS FOR MINORS** - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who 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 minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. 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 the change is authorized in writing by all account owners.
6. UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT - 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 authorized 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 withdrawals.

7. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or return any deposit.

   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 (1) 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 (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of 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.

   b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. 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. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

   c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required,” “void after 60 days,” and “not valid over $500.00.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

   d. 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.

   e. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. 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.

   f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.
9. ACCOUNT ACCESS
a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, 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 check or 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 information, even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

c. Credit Union Examination. We may disregard any information on any check or draft 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.

10. FUND TRANSFERS - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such
security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union’s policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B.Requirements for remittance transfers. A “remittance transfer” is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS -

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is 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; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - 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, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS -

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union’s determination of an insufficient available account balance may be made at any time between presentation and the Credit Union’s midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item. If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmative consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items
or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS -

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner’s account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union’s computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. Oral stop payment orders for check or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth in Savings Disclosure or Schedule of Fees and Charges. Payment on any certified check, cashier’s check, teller’s check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. 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 joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to 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 or another financial institution’s negligence; 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 financial institution 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 Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.
18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, “account” means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE/STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. 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.

22. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (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 give us written permission.

23. NOTICES -

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the
terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. 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.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, 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 TIN, we may suspend opening your account.

25. STATEMENTS -

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union’s retention of checks or 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 above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

26. INACTIVE ACCOUNTS - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing 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.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal ad-
vice, 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. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or 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 has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

30. DEATH OF ACCOUNT OWNER - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member’s death. Once we know of a member’s death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, 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.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

32. SEVERABILITY - 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.

33. ENFORCEMENT - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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 postjudgment collection actions.

34. GOVERNING LAW - This Agreement is governed by the Credit Union’s bylaws, federal laws and regulations, the laws, 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 shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

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TRUTH-IN-SAVINGS DISCLOSURE: SHARE ACCOUNTS
Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

<table>
<thead>
<tr>
<th>ACCOUNT TYPE</th>
<th>MINIMUM BALANCE TO OPEN</th>
<th>BALANCE METHOD</th>
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</thead>
<tbody>
<tr>
<td>Savings/Share Accounts</td>
<td>$25.00</td>
<td>Daily Balance</td>
</tr>
<tr>
<td>Holiday Club Accounts</td>
<td>-----</td>
<td>Daily Balance</td>
</tr>
<tr>
<td>Club Accounts</td>
<td>-----</td>
<td>Daily Balance</td>
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<tr>
<td>Savings IRA Accounts</td>
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<td>Daily Balance</td>
</tr>
<tr>
<td>Mortgage Share Accounts</td>
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<td>Daily Balance</td>
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<tr>
<td>Premium Money Market Accounts</td>
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<td>HSA Savings Accounts</td>
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<td>Daily Balance</td>
</tr>
<tr>
<td>Share Draft Checking Accounts</td>
<td>-----</td>
<td>Daily Balance</td>
</tr>
<tr>
<td>HSA Checking Accounts</td>
<td>-----</td>
<td>Daily Balance</td>
</tr>
</tbody>
</table>

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Savings/Share, Holiday Club, Club, Savings IRA, Mortgage Share, Premium Money Market, IRA Premium Money Market, HSA Savings, Share Draft Checking Plus, and HSA Checking accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union’s Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. The Savings/Share and Savings IRA accounts are tiered rate accounts. If your daily balance is $2,499.99 or below, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your daily balance is from $2,500.00 to $4,999.99, the second dividend rate and annual percentage yield listed for this account will apply. If your daily balance is $5,000.00 or greater, the third dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account. The Premium Money Market and IRA Premium Money Market accounts are tiered rate accounts. If your average daily balance is from $2,500.00 to $24,999.99, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your average daily balance is from $25,000.00 to $49,999.99, the second dividend rate and annual percentage yield listed for this account will apply. If your average daily balance is $50,000.00 or greater, the third dividend rate and annual percentage yield listed for this account will apply. The HSA Checking accounts are tiered rate accounts. If your daily balance is $2,499.99 or below, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your daily balance is from $2,500.00 to $4,999.99, the second dividend rate and annual percentage yield listed for this account will apply. If your daily balance is from $5,000.00 to $9,999.99, the third dividend rate and annual percentage yield listed for this account will apply. If your daily balance is $10,000.00 or greater, the fourth dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.
2. NATURE OF DIVIDENDS — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

3. DIVIDEND COMPOUNDING AND CREDITING —
   The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. ACCRUAL OF DIVIDENDS — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends. However, for Holiday Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

5. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings, Savings IRA or HSA Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Share Draft Checking Plus accounts, there is a minimum average daily balance required to avoid a service fee for the dividend period. If the minimum average daily balance requirement is not met, you will be charged a service fee as stated in the Fee Schedule. For Premium Money Market, IRA Premium Money Market and Share Draft Checking Plus accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. For accounts using the daily balance method as stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the principal in the account each day.

6. ACCOUNT LIMITATIONS — For Savings/Share, Holiday Club, Club, Savings IRA, Mortgage Share, Premium Money Market, IRA Premium Money Market, and HSA Savings 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, 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. For Share Draft Checking, and HSA Checking accounts, no account limitations apply.

7. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information. For ATM and one-time debit card transactions, you must consent to the Credit Union’s overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member’s opt-in choice for overdraft protection and the Schedule of Fees and Charges.

8. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below. Par Value of One Share: $25.00
   Number of Shares Requires: 1
   The rates and fees appearing with this Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.
TRUTH IN SAVINGS DISCLOSURE: SHARE CERTIFICATES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

2. DIVIDEND PERIOD — For each account, the dividend period is the account’s term. The dividend period begins on the first day of the term and ends on the maturity date.

3. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends are stated in the Rate Schedule.

4. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings, Savings IRA or HSA Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

5. ACCRUAL OF DIVIDENDS — For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

6. TRANSACTION LIMITATIONS — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below.

7. MATURITY — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

8. EARLY WITHDRAWAL PENALTY — We may impose a penalty if you withdraw funds from your account before the maturity date.
   a. Amount of Penalty. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:
      Terms of 12 months or less: 90 days’ dividends
      Terms of longer than 12 months: 180 days’ dividends
   b. How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.
   c. Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction. (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount of at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59 ½ or becomes disabled.

9. RENEWAL POLICY — For all share certificate accounts, your account will automatically renew for another term upon maturity. You have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

10. NONTRANSFERABLE/NONNEGOTIABLE — Your account is nontransferable and nonnegotiable.

11. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below. Par Value of One Share: $25.00
   Number of Shares Required “1”. The rates and fees appearing with this Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.
This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Empower Federal Credit Union (“Credit Union”). In this Agreement, the words “you,” “your,” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more share and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A “remittance transfer” is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. **EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

   a. **Debit Card.** If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. 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. For one-time debit card transactions, you must consent to the Credit Union’s overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member’s opt-in choice for overdraft protection and the Schedule of Fees and Charges.

   For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union 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 the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Sharenet!, Allpoint networks, and such other machines or facilities as the Credit Union may designate.

   At the present time, you may use your card to:
   - Make deposits to your share and checking accounts.
   - Withdraw funds from your share and checking accounts.
   - Transfer funds from your share and checking accounts.
   - Obtain balance information for your share and checking accounts.
   - Make loan payments from your share and checking accounts.
   - Access your Line of Credit accounts.
   - Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard.
   - Order goods or services by mail or telephone from places that accept MasterCard.

   The following limitations on Debit Card transactions may apply:
   - There is no limit on the number of debit card purchases you may make per day.
   - Purchase amounts are limited to amounts in your account.
   - Purchase amounts by PIN are limited to $500 in any one day, purchases by signature are limited to amounts in your account.
• There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
• You may withdraw up to a maximum of $500 in any one day from an ATM machine.
• There is no limit on the number of POS transactions you may make in any one day.
• For security purposes, there are 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.

b. E-Phone. If we approve E-Phone for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use E-Phone to:
• Withdraw funds from your share, checking, money market, and club accounts.
• Transfer funds from your share, checking, money market, and club accounts.
• Obtain balance information for your share, share draft, loan, money market, and club accounts.
• Make loan payments from your share, checking, and club accounts.
• Access your Line of Credit account.
• Determine if a particular item has cleared.
• Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
• Verify the last date and amount of your payroll deposit.
• Cross member transfers.
• Make credit card payments.
• Apply share draft stop payments.

Your accounts can be accessed under E-Phone via a touch-tone telephone only. E-Phone service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on E-Phone transactions may apply:
• There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
• The maximum withdrawal or transfer amount is $10,000.00 per day and no transfer or withdrawal may exceed the available funds in your account. The minimum withdrawal amount is $5.00 per check.
• See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves 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. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union 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.

c. Preauthorized EFTs.

Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or checking account.

Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share and/or checking account.

See Section 2 for transfer limitations that may apply to these transactions.

Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of
the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

**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.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer 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.

d. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund 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.

e. **Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:
  - Withdraw funds from your share, checking, money market, and club accounts.
  - Transfer funds from your share, share draft, money market, and club accounts.
  - Obtain balance information for your share, share draft, loan, money market, club, and mortgage accounts.
  - Make loan payments from your share, share draft, money market, and club accounts.
  - Access your Line of Credit accounts.
  - Determine if a particular item has cleared.
  - Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
  - Verify the last date and amount of your payroll deposit.
  - Make bill payments to preauthorized creditors.
  - Cross account transfers.
  - Make credit card payments.
  - See account history.
  - Schedule transfers.
  - View online statements.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 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 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 access. The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**f. Online Bill Payment.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

For electronic payments, we will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff 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 schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much 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.

The following limitations on Online Bill Payment transactions may apply: 
- There is no limit on the number of bill payments per day.

**2. TRANSFER LIMITATIONS** — For all share, club, and money market 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, 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 which we supply to you 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.
- **b. Honoring the Card.** Neither we nor merchants 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.**
  - **MasterCard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A fee of up to 1.00% will be charged on all transactions completed outside of the United States, where the cardholder’s country code differs from the merchant’s country code. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.
  - **d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access 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 the Credit Union. 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 the Credit Union suffers 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 checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. 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 international, 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 funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. 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. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized MasterCard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than $50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:
315.477.2200, 800.462.5000
or write to:
Empower Federal Credit Union
1 Member Way
Syracuse, NY 13212
www.empowerfcu.com
You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —
   a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/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 can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
   c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 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 315.477.2200 or 800.462.5000. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:
   - As necessary to complete transfers;
   - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
   - If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
   - To comply with government agency or court orders; or
   - If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:
   - If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
   - If you used your card or access code in an incorrect manner.
   - If the ATM where you are making the transfer does not have enough cash.
   - If the ATM was not working properly and you knew about the problem when you started the transaction.
   - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
   - If the money in your account is subject to legal process or other claim.
   - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
   - If the error was caused by a system of any participating ATM network.
   - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
   - If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union’s records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations. The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:
- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door. Note that activity within an ATM is recorded by a surveillance camera.
- 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.
- 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. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. 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.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- Please direct any comments or complaints regarding ATM security to the Credit Union or the New York State Department of Financial Services at (800) 342-3736.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:
315.477.2200, 800.462.5000
or write to:
Empower Federal Credit Union
1 Member Way
Syracuse, NY 13212
www.empowerfcu.com

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made 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 ten (10) business days.
We will determine whether an error has occurred within ten (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 ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (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.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

12. 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 the Credit Union. 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 any 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 the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of New York, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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.

FUNDS AVAILABILITY POLICY DISCLOSURE
This disclosure describes your ability to withdraw funds from any account at Empower Federal Credit Union.

1. GENERAL POLICY - Our policy is to delay the availability of funds from your cash and check or draft deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks or drafts that you have written.

2. 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 from the day of your deposit. Everyday is a business day except Saturdays, Sundays, and federal holidays. We have different cut-off hours for different locations. The earliest cut-off hour that might apply is 3:30 p.m. If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cut-off hours are available at the credit union. The length of the delay varies depending on the type of deposit and is explained below.
3. **SAME-DAY AVAILABILITY** - Funds from the following deposits are available by the same business day after the day of your deposit:

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

4. **SAME-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON** - Funds from the following deposits are available by the same business day after the day we receive your deposit if you make the deposit in person to one of our employees:

- Cash.
- State and local government checks or drafts that are payable to you.
- Federal Reserve Bank checks or drafts, Federal Home Loan Bank checks or drafts, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

5. **AVAILABILITY OF OTHER CHECK DEPOSITS** - For accounts open longer than 30 days, the first $200 from a deposit of checks or drafts will be available on the same business day we receive your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check or draft of $700 on a Monday, $200 of the deposit will be available by Monday. The remaining $500 will be available by Wednesday. For accounts open 30 days or less, all funds from deposits of checks will be available by the second business day after the day of your deposit.

6. **HOLDS ON OTHER FUNDS** - If we cash a check or draft for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check or draft we cashed would have been available if you had deposited it. If we accept for deposit a check or draft that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check or draft that you deposited.

7. **LONGER DELAYS MAY APPLY** - Funds you deposit by check or draft may be delayed for a longer period under the following circumstances:

- We believe a check or draft you deposit will not be paid.
- You deposit checks or drafts totaling more than $5,000 on any one day.
- You redeposit a check or draft that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

8. **FOREIGN CHECKS OR DRAFTS** - Checks or drafts drawn on financial institutions located outside the U.S. (foreign checks or drafts) cannot be processed the same as checks or drafts drawn on U.S. financial institutions. Foreign checks or drafts are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks or drafts will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

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### PRIVACY POLICY NOTICE

**FACTS**

**WHAT DOES EMPOWER FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

When you are no longer our member, we continue to share your information as described in this notice.

**How?**

All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Empower Federal Credit Union chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Empower FCU share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes –</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For our marketing purposes –</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>To offer our products and services to you</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes –</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Information about your transactions and experiences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes –</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Information about your creditworthiness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>For nonaffiliates to market to you</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>

Questions?

Call 800.462.5000 or go to www.empowerfcu.com
### Who we are

| Who is providing this notice? | EMPOWER FEDERAL CREDIT UNION |

### What we do

| How does Empower FCU protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How does Empower FCU collect my personal information? | We collect your personal information, for example, when you **Open an account or deposit money**  **Pay your bills online or apply for a loan**  **Use your credit or debit card**  We also collect your personal information from others, such as credit bureaus or other companies. |
| Why can’t I limit all sharing? | Federal law gives you the right to limit only  **Sharing for affiliates’ everyday business purposes – information about your creditworthiness**  **Affiliates from using your information to market to you**  **Sharing for non-affiliates to market to you**  State laws and individual companies may give you additional rights to limit sharing. |

### Definitions

| Affiliates | Companies related by common ownership or control. They can be financial or nonfinancial companies.  *Empower Associated Services, Inc.* |
| Non-affiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies.  *Financial service providers such as securities broker-dealers, insurance brokers and mutual funds brokers* |
| Joint marketing | A formal agreement between non-affiliated financial companies that together market financial products or services to you.  *CUNA Mutual Insurance Co., Inc.* |

### Other important information

For more information on our Privacy policy, you may write to us at:
1 Member Way  
Syracuse, NY 13212  
Or call us at: 800.462.5000  
Or visit our website at: www.empowerfcu.com
EMPOWER COURTESY PAY DISCLOSURE
Empower Federal Credit Union (Empower) is not obligated to pay any item presented for payment if your account does not contain fully-paid and collected sufficient funds, or if there is no available line of credit established in the credit agreement. However, if you meet the criteria listed below, and have agreed to have your debit card transactions covered by this program, Empower may approve your reasonable overdrafts as a non-contracted courtesy.

You will be eligible for Empower Courtesy Pay if all of the following are true:
1. the member is in good standing (defined as someone who has not caused the credit union a loss);
2. the membership has been open for at least thirty (30) days;
3. there are no legal or administrative orders or levies on the account;
4. the account is not for a business or organization;
5. the member does not have a (any) delinquent loan(s) with the Credit Union;
6. the member is not a party in a bankruptcy proceeding;
7. there is no apparent improper activity on the account;
8. the member is eighteen (18) years of age or older.

Accounts are subject to a Courtesy Pay limit of $500.00 (five hundred dollars), which is approved by the Board of Directors. If you maintain the account in good standing and have need for this ‘courtesy,’ we may, at our sole discretion, pay overdrafts up to the established Courtesy Pay limit, including our normal Courtesy Pay fee(s) as set forth in the Empower Fee Schedule. Whether we pay or return a check or ACH debit item, your account will be assessed a fee, either a Courtesy Pay fee or a Non-Sufficient Funds fee, but you will not be charged both fees. If we pay a debit card transaction or ATM withdrawal, your account will be assessed a fee, but if we decline the debit card transaction or ATM withdrawal, we will not charge your account a fee. The amount of any overdraft, plus ourCourtesy Pay fees, shall be due and payable within thirty (30) days of the account becoming overdrawn. You are obligated to reimburse Empower and required to deposit sufficient funds to cover the overdrawn check or ACH debit, ATM withdrawal or debit card transaction paid by Empower and the Courtesy Pay fees, either through direct deposit, transfer of funds, or regular deposit. If the account is not brought to a zero or positive balance within forty-five (45) days, the account will be closed, referred to Collections, and reported to ChexSystems. Overdrafts above and beyond the established Courtesy Pay limit will result in the debit card or ATM transaction being declined, or the check/ACH debit being returned to the payee. If you receive a direct deposit of your monthly Social Security payment into your share draft account and do not want Courtesy Pay eligibility, you must advise us by calling 315.477.2200 or 800.462.5000, option 2. Empower may refuse to pay an overdraft for you at any time, even though we have previously paid overdrafts for you and even though this Courtesy Pay program exists. Empower has no obligation to notify you before we pay or decline/return any item. If there is an overdraft paid by Empower on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for such overdrafts plus any Courtesy Pay fees. Empower Courtesy Pay will not be available to you for checks presented for cashing at the teller window.

It is the policy of Empower Federal Credit Union to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. The Empower Courtesy Pay service does not constitute an actual or implied agreement between you and the Credit Union. Nor, does it constitute an actual or implied obligation of, or by, the Credit Union. This represents a purely discretionary courtesy or privilege that the Credit Union may provide from time to time, and which may be withdrawn or withheld by us at any time, without prior notice, reason, or cause. Empower always may refuse to pay any overdraft for you at any time.

(Updated 5/10; updated 8/3/2015)
Variable Rate Line of Credit: Truth in Lending Disclosure

CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF ANY ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

<table>
<thead>
<tr>
<th>Interest Rate and Interest Charges</th>
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<tbody>
<tr>
<td>Annual Percentage Rate (APR) for Purchases</td>
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<tr>
<td></td>
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<tr>
<td>Paying Interest</td>
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<table>
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<tr>
<th>Fees</th>
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<tbody>
<tr>
<td>Penalty Fees</td>
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</tbody>
</table>

How We Will Calculate Your Balance: We use a method called “daily balance.” See Your Account Agreement for details. Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

In this Agreement, the reference to “We,” “Us,” “Our” and “Credit Union” mean EMPOWER FEDERAL CREDIT UNION. The words “You” and “Your” mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. “Convenience Checks” mean the special Account access devices that We may provide for Your use from time to time.

You, as the Borrower, under a Credit Line Account (“Account”), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, Convenience Checks, check cards, ATM cards, wire transfers, direct transfers and/or wire transfers to specific payees identified by You, direct transfers to Your share/share draft or other Credit Union account and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any other user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

FEATURE CATEGORIES. Your Account is comprised of the Feature Category titled Line of Credit (including Overdraft Protection)

ADVANCES. Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by wire transfer, direct transfer to Your Credit Union account or by other such means) and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your pe-
SECURITY. As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to You from Us to the extent that You owe on any unpaid balance on Your Account and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

OTHER SECURITY. Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the “Truth-in-Lending Disclosure” in any particular Agreement evidencing such debt.

CONSENSUAL LIEN ON SHARES. If You have been issued an ATM or debit card, You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid line of credit balance created through the use of Your ATM or debit card.

LINE OF CREDIT LIMITS. You will be notified of the specific Credit Limit for which You are approved. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments. You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

JOINT ACCOUNTS. Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE). Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. We may apply each payment to whichever Feature Category We wish. For all Feature Categories, payments will be applied first to any Late Charges owing, then to the Finance Charge due, then to the outstanding principal balance. Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Minimum Monthly Payments will be established and fixed at the time of each advance at an amount equal to $3.60 per $100.00 of Your then outstanding balance, or fraction thereof, subject to the lesser of $36.00 or Your balance.
You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

**LATE CHARGE.** If Your payment is more than 10 days past due, You will be charged $20.00.

**OTHER FEES AND CHARGES.** You will be charged $20.00 for any check (or other negotiable instrument used for payment) which is returned unpaid.

**FINANCE CHARGES.** A Finance Charge will be assessed on any unpaid principal balance for each Feature Category of Your Account for the period such balance is outstanding. Balances change each time advances are made, payments are made or credits given under any Feature Category. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

**HOW TO DETERMINE THE FINANCE CHARGE.** For all Feature Categories, the Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The unpaid balance is the balance each day after payments, credits, and unpaid Finance Charges to that balance have been subtracted and any new advances, insurance premiums or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of the Finance Charge owed for the Feature Category being accounted for. The total Finance Charge You owe on Your Account for each billing cycle is the sum of all the Finance Charges due for all applicable Feature Categories.

If You have requested and We have agreed to reduce the Daily Periodic Rate applicable to Your Feature Category, it is because You have agreed to have Your Minimum Monthly Payment automatically deducted from Your Credit Union account, or You have agreed to maintain direct deposit with the Credit Union. In that event, if for any reason We are unable to effect the automatic transfer of Your Minimum Monthly Payment or direct deposit is terminated, the Daily Periodic Rate applicable to such Feature Category will immediately increase by the amount of such reduction. For example, an increase in the rate will result in an increase in the Daily Periodic Rate of 0.001370% (corresponding to an increase in the ANNUAL PERCENTAGE RATE of 0.50%). Increases in the rate will cause like increases in the Finance Charge and will affect the amount of Your regularly scheduled payments.

**VARIABLE RATE.** All credit advances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates section of the Wall Street Journal on the business day immediately preceding each change date (“Index”) plus 10.00% (“Margin”). The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the first day of each month of each year. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. Your Interest Rate will never be greater than 18.00%, and will apply to Your remaining principal balance.

**OVERDRAFT PROTECTION.** We may transfer funds in the amount necessary (or in such increments as We may from time to time determine) to Your share draft account by an advance on Your Line of Credit Feature Category, subject to this provision, to clear any overdraft on Your share draft account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.
PERIODIC STATEMENTS. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS. We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

DEFAULT. You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

COLLECTION COSTS. In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys’ fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

ENFORCEMENT. We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked “paid in full” without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address.

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

CREDIT INSURANCE. Credit insurance is not required for any extension of credit under this Agreement. However, You may purchase any credit insurance available through Us and have the premiums added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.
INTEGRATED DOCUMENTS. Any separate sheet of paper labeled “Additional Disclosure - Federal Truth-In-Lending Act”, and/or “Credit Line Account Advance Request And Security Agreement” which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

CONSENT TO AGREEMENT. You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

UPDATING AND DISCLOSING FINANCIAL INFORMATION. You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

TERMINATION. Either You or We may cancel Your Account or any particular Feature Category of Your Account, at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of New York except to the extent that such laws are inconsistent with controlling federal law.

Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write to Us at Our address shown in this Agreement. In Your letter, give us the following information:

Account information: Your name and Account number.

Dollar amount: The dollar amount of the suspected error.

Description of problem: If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.

You must contact Us:

Within 60 days after the error appeared on Your statement.

At least 3 business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors in writing. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

What Will Happen After We Receive Your Letter When We receive Your letter, We must do two things:

1) Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.

2) Within 90 days of receiving Your letter, We must either correct the error or explain to You why We believe the bill is correct.

While We investigate whether or not there has been an error:

We cannot try to collect the amount in question, or report You as delinquent on that amount.

The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.

While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.

We can apply any unpaid amount against Your Credit Limit.
After We finish Our investigation, one of two things will happen:
If We made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
If We do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.
If You receive Our explanation but still believe Your bill is wrong, You must write to Us within 10 days telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom we reported You as delinquent, and We must let those organizations know when the matter has been settled between Us. If We do not follow all of the rules above, You do not have to pay the first $50 of the amount You question even if Your bill is correct.

Empower Federal Credit Union Collateral Standards

The Empower Federal Credit Union (EFCU) contracts with a third party company, State National Insurance, to collect and monitor adequate insurance policies on collateral pledged on loans. EFCU will provide collateral information to State National who will verify insurance coverage with many major insurance companies. If the collateral does not have adequate insurance, State National will contact the member to resolve the issue. After multiple mailings, if the member does not comply, State National and EFCU will force place an insurance policy. EFCU will add the annual insurance premium to the member’s existing loan balance. Members will have the option at any time to obtain insurance on their own. Adequate insurance will consist of a deductible not to exceed $1,000 (annually), but EFCU strongly recommends a $500 deductible (annually). Members must maintain comprehensive and collision coverage on the collateral year-round and must list EFCU as “loss payee” on their policy.

Copyright Oak Tree Business Systems, Inc., 2008-2014. All Rights Reserved. Page 1 of 2 OTBS 016 EMPO (7/14) On the date Your Account is established, the current Daily Periodic Rate is 0.036301369 (8 corresponding ANNUAL PERCENTAGE RATE, 13.250%).
## Fee Schedule

### ATMs – Empower Network

<table>
<thead>
<tr>
<th>Transaction</th>
<th>No Fee</th>
<th>Surcharge</th>
<th>No Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>No fee when using an Empower Debit and/or Credit Card</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ATMs – Allpoint & ShareNet Networks

<table>
<thead>
<tr>
<th>Transaction</th>
<th>10 free per month, then $2.00 per transaction Empower Debit Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surcharge (Allpoint Network)</td>
<td>No surcharge fee for Empower Debit Card</td>
</tr>
<tr>
<td>Surcharge (ShareNet Network)</td>
<td>No surcharge fee for Empower Debit Card</td>
</tr>
<tr>
<td>Surcharge (Southern Tier) (Select credit union locations – per Cooperative Agreement)</td>
<td>No surcharge fee</td>
</tr>
</tbody>
</table>

### ATMs – Out-of-Network & Point-of-Sale Pin-Based Debit Transactions

<table>
<thead>
<tr>
<th>Transaction</th>
<th>10 free per month, then $2.00 per transaction Empower Debit Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surcharge</td>
<td>Non-Empower/Non-Allpoint/Non-ShareNet ATMs may assess a surcharge. Owners of the ATMs assess these surcharges.</td>
</tr>
</tbody>
</table>

### Share Draft Checking Account

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Share Draft Checking</td>
<td>No monthly fee</td>
</tr>
</tbody>
</table>

| Share Draft Checking Plus     | Retired                             |
| Share Draft Check Printing    | Prices vary                         |
| Stop Payment (Including ACH)  | $15.00 each                         |
| Courtesy Pay/Non-Sufficient Funds* (Including ACH/Debit.Courtesy Pay for Debit transactions require Opt-in*) | up to $25.00 each |
| Check Protest/Collection Item | $25.00 each                         |

* Opt-in required to receive Courtesy Pay on Debit transactions. If an Opt-in Form is not on file, the transaction will be declined when funds are unavailable in the account at time of authorization request.

### Credit and/or Debit

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement Card</td>
<td>$5.00 each</td>
</tr>
<tr>
<td>Expedited Card/Draft Retrieval</td>
<td>$25.00 each</td>
</tr>
<tr>
<td>Late Payment</td>
<td>up to $25.00 each</td>
</tr>
</tbody>
</table>

### Miscellaneous Products & Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safe Deposit Boxes (Limited availability)</td>
<td>Prices vary</td>
</tr>
<tr>
<td>Money Order/Official Check</td>
<td>$1.00 each</td>
</tr>
<tr>
<td>(Official Check – no fee if payable to account holder only. 50plus – No fee for official checks or money orders)</td>
<td></td>
</tr>
<tr>
<td>Stop Payment Official Check</td>
<td>$15.00 each</td>
</tr>
<tr>
<td>(checks drawn on Empower account)</td>
<td></td>
</tr>
<tr>
<td>Non-Member Check Cashing Fee</td>
<td>$5.00 per check</td>
</tr>
<tr>
<td>Copy of Statement/Cleared Draft</td>
<td>$2.00 each</td>
</tr>
<tr>
<td>Gift Cards (Prepaid)</td>
<td>$3.00 each at branch location</td>
</tr>
<tr>
<td>(Terms and conditions apply)</td>
<td>Reloadable Cards- $3.00 each</td>
</tr>
<tr>
<td></td>
<td>Reload fee $2.00</td>
</tr>
</tbody>
</table>
Wire Transfer Within U.S.: $15.00 each
Late Consumer Loan Payment $20.00 each
(Charged after 10-day grace period)
Loan payments via credit/debit card $10.00 each
(online transactions only)
New or Replacement Loan Coupon Book $20.00 each
Inactive Account $25.00 per quarter
Account Reconciliation/Research $25.00 per hour.
Returned Deposited Items $25.00 each
Foreign Item Prices vary

Have Questions?
We realize these changes may affect our members differently, depending on individual situations. If you have additional questions or concerns about your accounts, please call us at 315.477.2200 or 800.462.5000, click on www.empowerfcu.com or come in to an Empower branch (see page 2 for a branch location near you).

Visit www.empowerfcu.com/security to learn about avoiding scams.

www.empowerfcu.com
800.462.5000
1 Member Way
Syracuse, NY 13212

Changes noted in booklet effective 11/1/2015, and may be subject to change.

This Credit Union is Federally Insured by NCUA.