



At Community Credit Union, we want to work with you to help you create your financial success story – because your success is our success. We believe in helping our members celebrate and cultivate their potential.

To qualify for membership with Community Credit Union, you must live, work, or worship in Essex County or within a 25-mile radius of Lynn, Massachusetts. Once you’re a member, anyone in your immediate family can join too. To join, all you need to do is open a Savings (Share) Account. It’s that easy! When you maintain a share account of only \$25, you can enjoy all the products and services we offer.

The current product(s)/Services you have with CCU are:

- | | |
|---|---|
| <input type="checkbox"/> Membership Statement Savings | <input type="checkbox"/> Money Market Account (MMDA) |
| <input type="checkbox"/> Holiday Club | <input type="checkbox"/> Community First Money Market |
| <input type="checkbox"/> Vacation Club | <input type="checkbox"/> Free Checking |
| <input type="checkbox"/> Certificates of Deposit | <input type="checkbox"/> NOW Checking |
| <input type="checkbox"/> Individual Retirement Account (IRA) Stmt Savings | <input type="checkbox"/> Kasasa Cash Checking |
| <input type="checkbox"/> Individual Retirement Account (IRA) CD | <input type="checkbox"/> Kasasa CashBack Checking |
| <input type="checkbox"/> Other: _____ | |

If you need help or would like more information, please contact us at **800-862-7009** or email info@myccu.org.
 Become a member today and live more vibrantly!

Locations & Hours

Lynn Branch | One Andrew Street, Lynn, MA 01901

Monday – Thursday | 8:30 am – 4:30 pm

Friday | 8:30 am – 6:00 pm

Saturday | 9:00 am – 1:00 pm

Peabody Branch | 32 Central Street, Peabody, MA 01960

Lobby - Monday – Wednesday | 8:30 am – 4:00 pm
 Thursday & Friday | 8:30 am – 6:00 pm
 Saturday | 9:00 am – 1:00 pm

Drive-up Hours - Monday – Wednesday | 8:00 am – 5:00 pm
 Thursday – Friday | 8:00 am – 6:00 pm
 Saturday | 9:00 am – 1:00 pm

Somerville Branch | 377 Summer Street, Somerville, MA 02144

Monday – Wednesday | 8:30 am – 5:00 pm
 Thursday & Friday | 8:30 am – 6:00 pm
 Saturday | 9:00 am – 1:00 pm

Routing No. 211383972



COMMUNITY

Credit Union

TERMS AND CONDITIONS OF YOUR ACCOUNT AGREEMENT

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

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

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

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

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

BYLAWS—Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s)

or copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

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

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

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

WITHDRAWALS—Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund

Transfer regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by a method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

THIRD PARTY TRANSACTIONS AND ENDORSEMENTS— All non-member transactions may not be accepted. The member and the non-member must be present with a valid identification during the transaction. All identification(s) presented must meet the credit union’s CIP guidelines. The credit union requires that the negotiable instrument(s) and other items presented during the transaction be endorsed by the payee(s) and the member.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION— These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **INDIVIDUAL ACCOUNT**—is an account in the name of one person. **JOINT ACCOUNT WITH SURVIVORSHIP (AND NOT AS TENANTS IN COMMON)**—is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **JOINT ACCOUNT NO SURVIVORSHIP (AS TENANTS IN COMMON)**—is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This

information will not, however, affect the “number of signatures” necessary for withdrawal.

REVOCABLE TRUST ACCOUNT—One or two of you (called trustees) may create such an account in trust for another. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person for whom the trust was made, or that person’s legal representative.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS— Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS—You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS—A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six (6) per month (less the number of “preauthorized transfers” during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION—We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

STATEMENTS—Your Duty to Report Unauthorized Signatures, Alterations and Forgeries—You must examine your statement of

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

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

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

YOUR DUTY TO REPORT OTHER ERRORS—In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error – such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed sixty (60) days. Failure to examine your statement and report any such errors to us within sixty (60) days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

ERRORS RELATING TO ELECTRONIC FUND TRANSFERS OR SUBSTITUTE CHECKS (FOR CONSUMER ACCOUNTS ONLY)—For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER—This account may not be transferred or assigned without our prior written consent.

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

TEMPORARY ACCOUNT AGREEMENT- If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has the authority to make withdrawals

(except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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

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

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

AUTHORIZED SIGNER (Individual Accounts Only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner’s behalf. We undertake no obligation to monitor transactions to determine that they are on the owner’s behalf.

RESTRICTIVE LEGENDS- We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of the restrictive legends are “must be presented within 90 days” or “not valid for more than \$1000.00.”

CREDIT VERIFICATION- You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

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

CHECK PROCESSING- We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed

or endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES- If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS- Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for the deposit or collection: (1) you have received express and verifiable authorization to

create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us with proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take the funds from your account to pay the amount you owe to us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE- Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include but are not limited to, those in which credit, electronic funds transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ACH AND WIRE TRANSFERS- This agreement is subject to Article 4A of the Uniform Commercial Code- Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we received a payment order to credit an account you have with us by wire or ACH, we are required to give you any notice of the payment order or credit.

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

<p>The following disclosure of terms and conditions relating to your electronic funds transfer service with this institution is provided to you in accordance with the requirements of Federal and State Law. You should read this notice carefully to understand all of the terms and conditions which, govern your electronic funds transfer service.</p> <p>Consumer's Liability. Tell us AT ONCE if you believe your card, personal code, or both have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission. Telephoning is the best way of keeping your possible losses down.</p> <p>The following is a summary with respect to your potential liability in the event that someone uses your card, code, or both, without your authorization. You can be liable for up to \$50.00 of unauthorized transfers conducted using your card, but only if the unauthorized use was an ATM or PIN based transfer that did not utilize any part of the VISA® network to conduct the transfer. You will have no liability for unauthorized use, which, occurs after you notify us of the loss or theft of your card, or its possible unauthorized use by someone else. This limitation of liability does not extend to cards issued for commercial use.</p> <p>Contact in Event of Unauthorized Transfer. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission, call us at our telephone number shown on the front of this disclosure during our business hours or write to us at the address on the front of this disclosure.</p> <p>Business Days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.</p> <p>Transfer Types and Limitations.</p> <p>1. Account Access. You may:</p> <ul style="list-style-type: none"> (a) Have direct deposits made to your account from the same person or entity; (b) Have preauthorized payments made from your statement account(s); (c) Withdraw cash from your statement account(s); (d) Make deposits to your statement account(s) at ATMs that we own or operate. ATMs that we own will be identified as such; (e) Transfer funds from your statement account(s) to another account in this institution; (f) Pay for purchases at places that have agreed to accept this card utilizing its point-of-sale transfer feature; (g) Pay for purchases at places that have agreed to accept this card using its debit card feature; (h) Authorize the transfer of funds by telephone between your statement account(s); 	<ul style="list-style-type: none"> (i) Get information about the available balances in your checking and statement savings account(s) (j) Authorize third parties to electronically debit your account(s) at point of purchase locations or otherwise utilizing information about your account(s) which you provide to such third parties and which transfer we elect to honor; (k) Pay for fees for electronic representation of a dishonored check where you have agreed that such fees may be debited to your account(s) electronically. <p>Some of these services may not be available at all terminals, or available in conjunction with all accounts. You may have chosen to limit access by electronic means to one or more of your accounts.</p> <p>2. Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) Pay for purchases, or (ii) Pay bills. This is called an electronic check conversion and is a process in which your check is used as a source of information, for the check number, your account number, and the number that identifies your financial institution. The information is then used to make a one-time electronic payment from your account, an electronic fund transfer. The check itself is not the method of payment. It is important to remember that with this type of transaction, the transfer of funds may be immediate.</p> <p>3. Limitations on Frequency of Transfers. You may have chosen to limit access by electronic means to one or more of your accounts.</p> <ul style="list-style-type: none"> (a) You may make up to \$250 in cash withdrawals from our terminals each day; (b) You can use our point-of-sale transfer service up to \$250 each day; (c) Your debit card feature is limited to \$250 each day; (d) For security purposes, there are limits on the number of transfers you can make using our terminals. There may be other limits that apply to your card if you use your card outside of the United States of America. <p>4. Limitations on Dollar Amounts of Transfers.</p> <ul style="list-style-type: none"> (a) You may withdraw up to \$250.00 from our terminals each day. (b) You may buy up to \$250.00 worth of goods or services each day using the point-of-sale transfer feature of your card. (c) You may buy up to \$250.00 worth of goods or services each day using the debit card feature of your card. (d) The limitations shown above in paragraphs (a) and (b) are further limited to \$1500.00 per day per card in the aggregate. (e) At any time you may limit the amount to be withdrawn to \$50.00 per day upon written notice to this institution. (f) For security reasons, there are other limits on the transfers you can make using our terminals, authorized telephone transfer service, or other electronic transfer system. There may be other limits that apply to your card if you use your card outside of the United States of America. 	<p>5. Limitations on Preauthorized Transfers. If your account is a statement savings deposit account or a money market statement account, you may not make more than 6 transfers per month to another account with us or to a third party by means of preauthorized or automatic transfer, order or instruction, or on-line banking transfer and no more than 3 of the 6 such transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties.</p> <p>6. Fees. Refer to our regularly published schedule of fees and charges for the applicable fees which you may be charged.</p> <ul style="list-style-type: none"> (a) Per Transfer Charge. We may charge you for each transfer you make using our electronic fund transfer services as per our most recently published schedule of service charges. (b) Account Maintenance. We may charge you a fee each month to maintain your account(s) with us, if you fail to maintain the required monthly balance amount as per our most recently published schedule of service charges. (c) Interest. We pay interest on accounts accessed by these services as per our regularly published schedule of interest rates. (d) Fees Imposed by Others. When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used to complete the transfer and you may be charged a fee for a balance inquiry. <p>7. Confidentiality. We will disclose information to third parties about your account or the transfers you make:</p> <ul style="list-style-type: none"> (a) Where it is necessary for completing transfers, or (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (c) In order to comply with a government agency or court orders, or (d) Where it is necessary for legal, collection, accounting or auditing purposes, or (e) If you give us your written permission (authorization shall automatically expire after 45 days). <p>8. Documentation.</p> <ul style="list-style-type: none"> (a) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us during our business hours at the telephone number shown to find out whether or not the deposit has been made. (b) Periodic Statements. You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. (c) Passbook Account where the only Possible Electronic Fund Transfers are Preauthorized Credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook. (d) Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using an electronic terminal such as an automated teller machine, cash-dispensing machine or point of sale terminal.¹ (e) Documentation as Evidence. Any documentation provided to you which indicates that an electronic fund transfer was made shall
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be admissible as evidence of such transfer and shall constitute prima-facie proof that such transfer was made.

9. Preauthorized Payments.

(a) **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the telephone number listed on the front of this disclosure or write to us at the address shown on the front of this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

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

(c) **Liability for Failure to Stop Payment of Preauthorized Transfer.**

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

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

(a) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(b) If the transfer would go over the credit limit on your overdraft line.

(c) If the terminal or system was not properly working and you knew about the breakdown when you started the transfer.

(d) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(e) If the automated teller machine where you are making the transfer does not have enough cash.

(f) If the funds are subject to legal process or other encumbrance restricting such transfer.

(g) There may be other exceptions stated in our agreement with you.

Information Concerning Accounts Governed by Massachusetts General Laws

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

Protected Consumer Use

Chapter 167 B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to consider their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

1. Prohibition of Compulsory Use. No person may:

(a) condition the extension of credit to a consumer on such consumer's repayment by means of preauthorized electronic fund transfers;

(b) require a consumer to accept an electronic fund transfer service or to establish an account for receipt of electronic fund transfers with a financial institution as a condition of employment or receipt of a government benefit; provided, however, that where a consumer's account is to be credited by a preauthorized electronic fund transfer, the consumer shall have the choice of selecting the financial institution to which the transfer shall be made if such institution is technically capable of receiving such a transfer; or

(c) condition the sale of goods or services to a consumer on such consumer's payment by means of an electronic fund transfer. If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfers.

2. Waiver of Rights. No writing or other agreement between a consumer and any other person may contain any provision which constitutes a waiver of any right conferred or cause of action created by this chapter. Nothing in this section prohibits, however, any writing or other agreement which grants to a consumer a more extensive right or remedy or greater protection than contained in this chapter or a waiver given in settlement of a dispute or action.

3. Refunds. If it is the policy of a person to give cash refunds for payments made by cash, such person shall also give credit or cash refunds for payments made by electronic fund transfers, unless it is clearly and conspicuously disclosed at the time the transaction is consummated that such person does not give credit or cash refunds for payments made by electronic fund transfers.

4. Suspension of Obligations. If a system malfunction prevents the effectuation of an electronic fund transfer initiated by a consumer to another person, and such other person has agreed to accept payment by such means, the consumer's obligation to the other person shall be suspended until the malfunction is corrected

and the electronic fund transfer may be completed, unless such other person has subsequently, by written request, demanded payment by means other than an electronic fund transfer.

5. Prohibited Means of Identification. Your social security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.

6. Criminal Liability. Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

Termination of this Agreement. You may terminate your right to use your card or code by calling us at our telephone number during our business hours or writing to us at the address shown on the front of this disclosure. If you call, we may require you to put your request in writing and get it to us within ten (10) days after you call.

In Case of Errors or Questions About Your Electronic Transfers.

Telephone us at our telephone number shown on the front of this disclosure during our business hours or write to us at the address shown on the front of this disclosure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. **We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.**

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

If you tell us orally, we may require that you send us your complaint or question in writing within **10** business days.

We will determine whether an error occurred within **10** business days 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 recredit your account within **10** business days (**5** business days if transaction utilized the **VISA®** network) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within **10** business days, we may not recredit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to **90** days to investigate your complaint or question. For new accounts, we may take up to **20** business days to credit your account for the amount you think is in error. We will tell you the results within **3** business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

¹ A financial institution is not subject to the requirement to make available a receipt if the amount of the transfer is \$15 or less. Some state exceptions apply.

FUNDS AVAILABILITY POLICY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS -- Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT -- The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit 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 we close, or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

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

SAME-DAY AVAILABILITY -- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

- Cash
- Wire transfers
- Checks drawn on Community Credit Union
- State and local government checks that are payable to you

NEXT-DAY AVAILABILITY -- If you make the deposit in person to one of our employees, funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Cashier's, certified and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. 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.

AVAILABILITY OF OTHER CHECK DEPOSITS -- The first \$225 from a deposit will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a \$700 check on a Monday, \$225 of the deposit will be available on Tuesday. The remaining \$475 will be available on Wednesday.

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

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

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

SPECIAL RULES FOR NEW ACCOUNTS -- If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfer, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

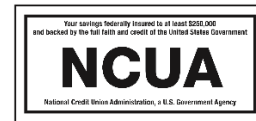
Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs) -- Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines. Cash will be available on the first business day after the day of deposit. Checks will be available on the second business day after the day of your deposit.

DEPOSITS MADE THROUGH REMOTE DEPOSIT CAPTURE -- If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or remotely deposit the check using MYCCU mobile application or online banking). When a remote deposit is transmitted and received prior to 4:00 PM on a business day it is considered for approval that day. Deposits transmitted and received after 4:00 PM on a business day are considered for approval and posting the next business day.

HOLDS ON OTHER FUNDS FOR CHECK CASHING -- If Community Credit Union cashes a check for you that is drawn on another financial institution, we may delay your ability to withdraw a corresponding amount of funds that you already have in an Account with Community Credit Union. The funds in your Account will be held for a period equal to the length of time the check would have taken to become available if it had been deposited rather than cashed.

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



07/2020

INTERNET BANKING TERMS AND CONDITIONS AGREEMENT



This Agreement describes your rights and obligations as a user of the On-line Banking Service or the Bill Payment Service ("Service" or "Services"). It also describes the rights and obligations of Community Credit Union of Lynn. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

MEMBER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Community Credit Union of Lynn for the provision of certain On-line Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- * We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transaction you conduct using the Service.
- * We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.
- * You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.
- * If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call Community Credit Union at 800-862-7009, or write a letter and send it to:

Community Credit Union
Attention: CIS Department
1 Andrew Street
Lynn, MA 01901

- * You are able to access information that is provided in the same manner as the information and the Services via the Internet.

DEFINITIONS | The following definitions apply in this Agreement.

"On-line Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement

"On-line Account" is a Community Credit Union of Lynn account from which you will be conducting transactions using a Service.

"Bill Payment" is the Internet-based service providing payments to Community Credit Union of Lynn or to third parties from your designated Community Credit Union of Lynn account(s).

"Bill Pay Account" is the transaction account from which you are initiating a Bill Payment.

"Business Day" refers to Monday through Friday, excluding holidays as determined by Community Credit Union of Lynn. All On-line transaction requests received after 7:00 p.m. EST, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.

"Password" is a series of numbers and/or letters that you select after the initial sign-on, that establishes your connection to the Service. Community Credit Union of Lynn will provide you with a code for use during the initial sign-on process.

"Payment Initiation Date" is the date you enter into On-line Banking when setting up a bill payment.

"Time of day" references are to Eastern Standard Time.

"We," "us" "our" or "credit union" refer to Community Credit Union of Lynn, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

ACCESS TO SERVICES

Community Credit Union of Lynn will provide on-line instructions describing how to use the On-line Banking Service or Bill Payment Service. To gain access to this Service you will need your Username (Access ID) and your Password.

HOURS OF OPERATION

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods, which routinely are scheduled between 12:00 a.m. and 5:00 a.m. Monday mornings.

USE OF YOUR SECURITY PASSWORD

The safety of our members' accounts and account information is of paramount importance to Community Credit Union of Lynn. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Community Credit Union of Lynn User-ID, up to the limits allowed by applicable law. While Community Credit Union of Lynn continues to provide our members with the level of on-line security we believe necessary and appropriate, members who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Community Credit Union of Lynn representative will ever call and ask for your Access ID or User Password.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, call Community Credit Union of Lynn immediately at 800-862-7009, during regular business hours. Telephoning Community Credit Union of Lynn is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.

BANKING TRANSACTIONS WITH ON-LINE BANKING

In addition to viewing account information, you may use On-line Banking to conduct the following transactions:

Transfer funds among your linked checking, savings, money market, loan and line of credit accounts.

NOTE: Because regulations require Community Credit Union of Lynn to limit pre-authorized transfers (including On-line Banking transfers), the following limitations apply:

- * Statement Savings Account-- You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or On-line Banking.
- * Money Market Savings Account-- You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by telephone or On-line Banking, and no more than three (3) of these may be by check, draft or debit card.
- * Initiate bill payments.

New services may be introduced for On-line Banking from time to time. Community Credit Union of Lynn will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

BILL PAYMENT SERVICE

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated on-line Bill Pay Account to third parties you wish to pay and who accepts Bill Payment Services.

Through the Bill Payment Service, you can pay bills from your Bill Pay Account to:

- * Business Payees-- any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf and that has an address we can verify
- * Individual Payees-- payments made to individuals, family, or friends for non-business purposes.

You may set up the following types of bill payments:

- * Single Payments-- a payment to be made to a payee one time
- * Recurring Payments-- payments of fixed amounts to a single payee at recurring intervals (e.g., weekly, bi-weekly, monthly, bi-monthly, quarterly, annually or semi-annually).

All payments you make will be deducted from the account that you designate as your Bill Pay Account on the Payment Initiation Date. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict or limit the number of transactions processed through this Service from time to time. Further, we reserve the right

to check your credit history at enrollment and obtain follow up credit history reports at a later date.

You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments (e.g., alimony or child support payments). Payments, additional fees, fines, penalties or other losses associated with payments to these payees that are delayed or improperly addressed or credited are your sole responsibility.

Funds must be available in your Bill Pay Account, including overdraft lines of credit, on the scheduled Payment Initiation Date. If the Payment Initiation Date falls on a non-Business Day (i.e., Saturday, Sunday or holiday), funds must be available in your Bill Pay Account the following Business Day (i.e., Monday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

If your Bill Pay Account does not have sufficient available funds to make a payment as of the Payment Initiation Date, the payment will be canceled and no further attempt will be made by Community Credit Union of Lynn to make the transfer or payment. Community Credit Union of Lynn will attempt to notify you by e-mail or U.S. Postal Mail, but Community Credit Union of Lynn shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient available funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the case of recurring payments, only the payment currently scheduled will be canceled. Recurring payments scheduled for future dates will not be affected. In the event you have sufficient funds to make some, but not all, of the bill payments scheduled for a particular payment date, Community Credit Union of Lynn may use such method as Community Credit Union of Lynn, in its sole discretion, may elect in determining which payments to complete.

You must schedule the Payment Initiation Date at least four (4) Business Days before any Payment Due Date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If the actual due date falls on a non-Business Day, you must select a scheduled payment date that is at least one (1) Business Day prior.

If the session during which you schedule a payment or transfer ends by 7:00 p.m. EST, Community Credit Union of Lynn will be considered to have received it on that day. Otherwise, it will be considered received the following Business Day. For all entries made using the service, the time recorded by the On-line Banking service controls.

You may cancel or change a scheduled payment by using the payment screens in the Bill Payment Service. Payments must be changed or canceled using the Bill Payment Service prior to 7:00 p.m. EST on the Business Day the transaction will be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we will charge you a stop payment fee to stop the bill payment. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. If requested by Community Credit Union of Lynn, you will confirm any stop payment order in writing within 14 days. After six months, any stop payment will terminate and must be renewed to continue in effect. Community Credit Union of Lynn may pay any item that is presented following the lapse of any stop payment order.

BILL PAYMENT GUARANTEE

Community Credit Union of Lynn reserves the right to refuse any transaction if the Credit Union believes such refusal is necessary for security reasons, without any liability for damages or fees. However, if we do

not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will reimburse you for any late payment fees or penalties you are charged up to a maximum of \$50.00 per scheduled payment. In order for you to be eligible for reimbursement, you must meet each of the following conditions:

- * You must properly schedule the payment to be initiated on a date at least four (4) Business Days prior to the bill's actual due date. This means that you must initiate a Single Payment before 7:00 p.m. Eastern Standard Time on a Business Day at least four (4) days prior to the bill's actual due date. For recurring payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of Business Days between the recurring Payment Initiation Date and the bill's actual due date.
- * You must provide us with the correct Payee name, address, phone number and account information, and with the correct payment amount.
- * On the Payment Initiation Date your checking account must contain sufficient available funds, including overdraft lines of credit, to complete the payment.
- * The late payment fee or penalty, or the method of its calculation, must be published by the payee prior to the bill's actual due date.
- * The Service will not process any payments less than \$1.00 or greater than \$99,999.99
- * You can schedule a Payment Due Date up to a year in advance.

NOTIFI & ALERTS

Alerts. Your enrollment in Community Credit Union of Lynn Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Community Credit Union of Lynn account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Community Credit Union of Lynn Online Banking and Alerts menu within Community Credit Union of Lynn Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts.

We usually notify you when we cancel Alerts, but are not obligated to do so. Community Credit Union of Lynn reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Community Credit Union of Lynn Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 48179 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Community Credit Union of Lynn Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to 48179. In case of questions please contact customer service at 800.862.7009. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Community Credit Union of Lynn provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Community Credit Union of Lynn’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Community Credit Union of Lynn, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE

If your statement shows transfers that you did not make, notify Community Credit Union of Lynn immediately at (800) 862-7009, or write a letter and send it to:

Community Credit Union
Attention: Member Service
1 Andrew Street
Lynn, MA 01901

If you do not notify Community Credit Union of Lynn within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if Community Credit Union of Lynn had been notified in time.

ERRORS AND QUESTIONS

In case of errors or questions regarding an On-line Banking or Bill Payment transaction, you may call Community Credit Union of Lynn at 800-862-7009, or write a letter and send it to:

Community Credit Union
Attention: Member Service
1 Andrew Street
Lynn, MA 01901

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- * Your name and account number
- * A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- * The dollar amount of the suspected error
- * The date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We will notify you with the results of the investigation within ten (10) Business Days after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made, the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that Community Credit Union of Lynn may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Community Credit Union of Lynn shall be considered received within three (3) Business Days of the date sent by Community Credit Union of Lynn, regardless of whether or not you sign on to the Service within that time frame.

LIMIT OF COMMUNITY CREDIT UNION OF LYNN'S RESPONSIBILITY

Community Credit Union of Lynn agrees to make reasonable efforts to ensure full performance of On-line Banking. Community Credit Union of Lynn will be responsible for acting only on those instructions sent through On-line Banking that are actually received, and cannot assume responsibility for circumstances over which the credit union has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Community Credit Union of Lynn is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Community Credit Union of Lynn is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Community Credit Union of Lynn is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Community Credit Union of Lynn is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing On-line Banking. Community Credit Union of Lynn will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Community Credit Union of Lynn's liability shall be as expressly set forth herein. Under no circumstances will Community Credit Union of Lynn be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

COMMUNITY CREDIT UNION OF LYNN'S RESPONSIBILITY

Community Credit Union of Lynn will be responsible for your actual losses if they were directly caused by our failure to:

- * Complete an Electronic Funds Transfer as properly requested
- * Cancel an Electronic Funds Transfer as properly requested.
- * However, we will not be responsible for your losses if:
 - * Through no fault of Community Credit Union of Lynn, you do not have enough money in your account to make the transfer
 - * Through no fault of Community Credit Union of Lynn, the transaction would have caused you to exceed your available credit
 - * Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken

- * There is a hold on your account, or if access to your account is blocked in accordance with banking policy
- * Your funds are subject to legal process or other encumbrance restricting the transfer
- * Your transfer authorization terminates by operation of law
- * You believe someone has accessed your accounts without your permission and you fail to notify Community Credit Union of Lynn immediately
- * You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- * For the failure of any payee to correctly account for or credit the payment in a timely manner
- * We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- * For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance)
- * We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.
- * There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.
- * If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

ELECTRONIC MAIL (EMAIL)

If you send Community Credit Union of Lynn an electronic mail message through the Service, Community Credit Union of Lynn will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Community Credit Union of Lynn immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Community Credit Union of Lynn may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Community Credit Union of Lynn shall be considered received within three (3) days of the date sent by Community Credit Union of Lynn, regardless of whether or not you sign on to the Service within that time frame.

OTHER AGREEMENTS

In addition to this Agreement, you and Community Credit Union of Lynn agree to be bound by and comply with the requirements of the agreements applicable to each of your On-line Accounts. Your use of the On-line Banking service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Community Credit Union of Lynn, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

Community Credit Union of Lynn may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to receive it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

A copy of Community Credit Union of Lynn's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling Community Credit Union at 800-862-7009, or writing a letter and sending it to:

Community Credit Union
Attention: Member Service
1 Andrew Street
Lynn, MA 01901

You can also access our Policy online by clicking on the Privacy Policy icon on the www.myccu.org Website.

INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your On-line Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 365 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the On-line Banking and/or Bill Payment Service, you must notify Community Credit Union of Lynn. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through On-line Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify Community Credit Union of Lynn by one of the following methods:

- * By initiating a member inquiry through our Web site
- * By calling (800) 862-7009
- * By writing a letter and either sending it to:

Community Credit Union
Attn: CIS Department
1 Andrew Street
Lynn, MA 01901

GOVERNING LAW

This Agreement is governed by the laws of the Massachusetts and applicable federal law(s).

FEE SCHEDULE

Community Credit Union of Lynn offers the benefits and convenience of the On-line Banking service to you at no monthly charge. Account research, stop payment charges and Bill Pay Services will be assessed at the rates published in Community Credit Union of Lynn's Miscellaneous Schedule Fees Brochure and deducted from your Bill Pay Account or another account you hold at Community Credit Union of Lynn.

These fees are subject to change. Community Credit Union of Lynn will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

ACCOUNT TO ACCOUNT TRANSFER TERMS OF SERVICE

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Community Credit Union of Lynn (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

2. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

3. Definitions.

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

"Affiliates" are companies related by common ownership or control.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.

"Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

4. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper

execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

8. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

10. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

11. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use

reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 1 Andrew St. Lynn, MA 01901. We may also be reached at 800-862-7009 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

14. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

15. Receipts and Transaction History. You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

16. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

17. Eligibility. The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or

manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with member services for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

21. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

22. Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service

Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

23. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting member services for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

24. Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management

and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

25. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

26. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

27. Intellectual Property. All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send

to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

28. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

29. Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

30. Amendments. We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

31. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have

control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

32. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

34. Disputes. In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

35. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

36. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this

Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

37. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

38. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

39. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

40. Exclusions of Warranties. THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

41. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF

SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

42. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

Last Revised: 6/10/2020

WELCOME TO ELECTRONIC STATEMENTS!

Thank you for your interest in electronic account statements from **Community Credit Union of Lynn**. This service is available to you at no cost, and will allow you to view your current and past account statements for all of your accounts on a secure website. As part of the registration process, please read the following Consent and Authorization disclosure and indicate your acceptance at the bottom.

Consent and Authorization for Electronic Transmission of Regular Account Statements

In this Consent and Authorization, the words "I," "Me," and "My" mean each person who electronically signs below. The words "Account Number" mean the account number that I entered to access this Consent and Authorization. The word "Account" means any and all accounts held at Financial Institution under the Account Number, including but not limited to accounts held under a suffix number, such as checking, savings, retirement, money market, certificate and loan accounts.

I understand that pursuant to My Account and/or loan agreements with Financial Institution, I may be entitled to receive periodic account statements in connection with My Account, such as savings account statements and/or loan statements ("Account Statements"). By indicating my acceptance of these terms and conditions, I authorize Financial Institution to discontinue sending Me such periodic Account Statements via postal mail service for My Account and to instead deliver such periodic Account Statements to me electronically ("E-Statements"). I understand and agree that Financial Institution will send Me an e-mail on an ongoing basis to My primary e-mail address, as indicated below, notifying Me that My E-Statements are ready to be viewed on the Financial Institution website. I understand and agree that I will no longer receive paper copies of My periodic Account Statements.

I further understand and agree that:

1. I am the authorized signer, owner, or joint accountholder of the Account(s) being accessed. If joint account(s), my consent and authorization has been authorized by each of the joint accountholders and All joint accountholders owners on the accounts are legally bound by the terms and conditions of this Consent and Authorization.
2. My electronic signature executed in conjunction with this Consent and Authorization and any electronic transactions on the Account shall be legally binding on all owners on the Accounts including myself and any such transactions performed pursuant to this Consent and Authorization shall be considered authorized by Me. Transactions performed on any Account by electronic means, which contain an electronic signature where My User ID and Password is utilized, shall be considered authorized by Me. Additionally, I agree to the Security Procedures set forth below.
3. My ongoing consent to receive subsequent Account Statements electronically is voluntary and may be withdrawn at any time. I may withdraw consent at any time in writing, by telephone or by sending Financial Institution an e-mail at cvp@myccu.org. Subject to Financial Institution's confirmation of My request, such withdrawal shall become effective no later than fifteen (15) days after receipt by Financial Institution. Upon termination, I understand and agree that I will no longer have access to My Account Statements online and that I will receive all Account Statements in paper form via postal mail service subject to any fee as may be set forth in Financial Institution's Schedule of Fees and Charges.
4. My computer system meets the minimum system requirements set forth below. In addition, I have and will maintain a printer capable of printing any E-Statements that are e-mailed to Me and/or made available on Financial Institution's website. In the alternative, I have and will maintain the ability to electronically save and visually display on My computer screen any E-Statements that are e-mailed to Me and/or made available on Financial Institution's website. I understand that Financial Institution recommends that I print a copy of any E-Statement and of this Consent and Authorization for My records.
5. I agree to maintain a valid, active e-mail address. I must promptly notify Financial Institution of any change in My e-mail or postal address by contacting Financial Institution at 781-598-0820 or at any of Financial Institution's branch locations. Financial Institution is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from E-Statements or notifications sent to an invalid or inactive e-mail address or postal address that I have provided.

6. If I have loan accounts with Financial Institution, I understand and agree that by signing up for E-Statements, I will no longer receive return envelopes by mail to send/mail in My loan payments. I understand and agree that I may request transaction envelopes at any time to mail in My loan payments by contacting Financial Institution in writing, by telephone or by sending Financial Institution an e-mail at cvp@myccu.org. I understand and agree that although I will no longer receive My loan statements by mail, I will be responsible for making all regular loan payments timely either electronically by accessing Financial Institution's electronic home banking product and/or by mailing the payments to: Community Credit Union, 1 Andrew Street, Lynn, MA 01901. I further understand and agree that I will be responsible for making all loan payments pursuant to the terms and conditions of the loan agreements and disclosures which may be revised from time to time and remain effective for all other aspects of the Account involved.

7. I may request a paper copy of any periodic regular Account Statement subject to any fee as may be set forth in Financial Institution's Schedule of Fees and Charges.

8. I understand and agree that Financial Institution reserves the right to change the terms and conditions of this Consent and Authorization. Financial Institution will notify Me before the effective date of any change. This means Financial Institution will e-mail Me notice using the e-mail address Financial Institution currently has on file. By accessing My E-Statements after I receive any notice of change will constitute My agreement to such change(s). Financial Institution reserves the right to discontinue the E-Statements program at any time.

9. The terms and conditions in this Consent and Authorization only apply to the E-Statements program. Provisions in other Financial Institution agreements and disclosures, including but not limited to Financial Institution's Account Disclosure and in any and all loan agreements and disclosures, may be revised from time to time and remain effective for all other aspects of the accounts involved.

10. I understand Financial Institution will send Me an e-mail on a monthly basis notifying Me that my E-Statement(s) are ready to be viewed. In order for Financial Institution to notify Me of my E-Statement delivery, it is My responsibility to inform Financial Institution with any changes in My e-mail address, by contacting Financial Institution at 781-598-0820 or at any of their branch locations. I understand I may cancel this authorization at any time upon written request at which time Financial Institution will resume mailing of all my future periodic statements and I will no longer have access to My statements online.

Security Procedures: I AGREE THAT USE OF A MY USER NAME AND PASSWORD TO SIGN UP FOR THE E-STATEMENTS PROGRAM AND TO ACCESS MY ACCOUNT STATEMENTS CONSTITUTES A REASONABLE SECURITY PROCEDURE. I further understand that if I disclose My PIN to other people, they may also have the ability to access My E-Statements, and I will be responsible for any transactions they may complete. I agree to notify Financial Institution immediately if I believe any of My accounts have been accessed by an Access Device, a PIN, or My User Name and Password without My permission to access My accounts.

Minimum System Requirements: To receive and review disclosures electronically, and to view, download, and print E-Statements, you will need Microsoft Internet Explorer version 5.0 or higher, or Netscape version 6.0 or higher, or Mozilla and Adobe Acrobat Reader version 5.0 or higher. For Macintosh users, we suggest Microsoft Internet Explorer version 5.0 or higher or any version of Firefox. Cookies and JavaScript must be enabled in the browser options.

By pressing the "Continue" button below, I agree to the terms and conditions of this Consent and Authorization as described above.

IMPORTANT: PLEASE PRINT AND RETAIN THIS CONSENT AND AUTHORIZATION

Mobile Banking Enrollment Terms and Conditions (“Terms and Conditions”)

The Mobile Banking Service is provided to you by Community Credit Union and powered by a mobile technology solution provided to Community Credit Union by a third party (the "Licensor"). The Mobile Banking Service includes mobile banking via a mobile website, mobile banking via a mobile application, and mobile remote deposit via a mobile application (collectively, the "Service"). The Service enables Community Credit Union customers enrolled in Online Banking to conduct banking transactions with us, using a mobile device. Section A and Section B of these Terms and Conditions are a legal agreement between you, as the Online Banking customer enrolling in the Service, and Community Credit Union. Your consent to these terms and Conditions is required in order to use the Service and by using the Service you agree to be bound by these Terms and Conditions (as amended from time to time). These Terms and Conditions supplement the Community Credit Union Online Banking Agreement and any other agreements applicable to the Community Credit Union accounts and services you use. If you wish to disable or remove your device from Mobile Banking, please select the Manage Mobile Banking Settings link from within your Internet Banking Session to enter into the Mobile Banking Center. Select Disable or Remove for your particular device. Please read the following carefully. You can also read the Terms and Conditions at any time by selecting the Manage Mobile Banking Settings link within your Internet Banking Session to enter into the Mobile Banking Center.

Section A - Community Credit Union’s General Terms and Conditions

1. **Hardware and Software Requirements.** To use the Service, you must have a mobile device such as a tablet, cellular telephone or similar wireless communication device. Your mobile device must have an appropriate data plan from a wireless carrier or be Internet-enabled. To use the mobile application service, your mobile device must be running the Apple iOS operating system or the Android operating system. To use the mobile banking website, your mobile device must have an Internet browser. In addition, to use the mobile remote deposit service, your mobile device must have the mobile application service installed and it must have a camera.

2. **Charges.** Presently, there is no fee or charge assessed by us for you to enroll in or to use the Services. We may assess fees or charges in the future and, in that event, you will receive notice of such fees or charges, as required by law. You agree to pay and authorize us to deduct any such fees or charges from your designated Mobile Account(s). Any fees associated with your standard deposit account(s) will continue to apply. You may, however, incur charges to have a data plan on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be solely responsible to your wireless carrier for any such data plans or text messaging charges.

3. **Contacting Community Credit Union.** For text messaging help at any time, text "HELP" to 48179. To cancel the text messaging service, text "STOP" to 48179. If you have questions about the Service, please call 800-862-7009 or email info@myccu.org. Please do not include any personal information when you email us.

4. **Service Availability.** We will use reasonable efforts to make the Service available on a continuous basis, but we do not guarantee availability at all times, on all mobile devices, on all communications networks, or in all geographic regions.

5. **Warranty Disclaimer.** THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE REQUIRED BY LAW, COMMUNITY CREDIT UNION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY OUT OF YOUR USE OR INABILITY TO USE THE SERVICES.

6. **Changes to the Service.** From time to time, features of the Service, the way you access or use the Service, or the functions made available through the Service may be modified. We will advise you of such changes. You must observe all such changes when using the Service. We reserve the right to substitute a different technology provider at any time without prior notice.

7. **Right to Terminate the Service.** We reserve the right to terminate the Service at any time.

Mobile Banking Enrollment Terms and Conditions (“Terms and Conditions”)

8. **Security.** You must not leave your mobile device unattended or permit any person access to your mobile device such that the person may access the Service or your Security Codes, with or without your consent. For your security, you should password protect your mobile device. If you believe your mobile device, mobile banking User ID or mobile banking password have been lost or stolen, please contact member service at 800-862-7009. In addition, we suggest you change your Community Credit Union Online Banking user ID and password.

9. **Amendment.** Community Credit Union may amend these Terms and Conditions at any time by reasonable prior notice to you. However, if the change is made for security purposes, we can implement it without giving you prior notice. Your continued use of the Service following notice of the amendment constitutes your acceptance of the amendment.

Section B- In addition to the Terms and Conditions listed above, the following Terms and Conditions apply to your use of the mobile deposit service.

1. **Eligible items.** You agree to scan and to deposit only "checks", as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Community Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items, which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.
- Checks containing an alteration on the front of the check or item, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit or checks dated more than the time permitted on the check prior to the date of deposit.
- Checks or items prohibited by Community Credit Union’s current procedures relating to the Services or that are otherwise not acceptable under the terms of your Community Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks without pre-printed check numbers, including but not limited to money orders not drawn on financial institutions (i.e. postal money orders, Western Union money orders, etc.) starter kit checks or counter checks.

2. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as "For Mobile Deposit only, at Community Credit Union into account #_____ dated MM/DD/YYYY" or as otherwise instructed by Community Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as Community Credit Union may establish from time to time.

3. **Split Deposits.** The system does not permit split deposits. Each check you deposit must be deposited in full to a single account. Once the deposit has been credited to that account, you should transfer funds to other accounts.

Mobile Banking Enrollment Terms and Conditions (“Terms and Conditions”)

4. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped or corrupted during transmission. An image of an item shall be deemed received when you receive a confirmation from Community Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item we subsequently determine was not an eligible item. You agree the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

5. **Availability of Funds.** We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Deposit Account.

6. **Consumer’s Liability.** Tell us AT ONCE if you believe that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission. Telephoning is the best way of keeping your possible losses down. The following is a summary with respect to your potential liability in the event that someone uses your card, code, or both, without your authorization. You can be liable for up to \$50.00 of unauthorized transfers conducted using mobile banking. You will have no liability for unauthorized use, which, occurs after you notify us of the loss or theft of your card, or its possible unauthorized use by someone else.

7. **Contact in Event of Unauthorized Transfer.** If you believe that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission, call us at 800-862-7009, or write to us at Community Credit Union, 1 Andrew Street, Lynn, MA 01901.

8. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Community Credit Union that we received an image you transmitted and our confirmation that the deposit has been credited to your account, it is recommended that you retain the check for six (6) months from the date of the image transmission. You should keep the check in a secured location. After six (6) months, you agree to destroy the check you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Community Credit Union upon request.

9. **Deposit Limits.** For security reasons, the Credit Union has established deposit limits for the use of its Service. Deposits to your Account are limited to \$5,000 per transaction, \$5,000 in aggregate per Business Day (defined as Monday through Friday, and specifically excluding Saturday, Sunday, and Federal holidays). Deposits made to your Account on a non-Business Day, e.g., Saturday, Sunday, and Federal holiday, will be aggregated on the next occurring Business Day. We reserve the right to change your dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your Community Credit Union account. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit does not amount to a waiver of rights of any sort; it will still be subject to the terms of this Agreement; and we will not be obligated to allow such a deposit at other times.

10. **Errors.** You agree to notify Community Credit Union of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Community Credit Union account statement is sent. Unless you notify Community Credit Union within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Community Credit Union for such alleged error.

11. **Errors in Transmission.** By using the Service, you accept and assume the risk that an item may be intercepted or misdirected during transmission. Community Credit Union bears no liability to you or to others for any such intercepted or misdirected items or information disclosed through such errors.

Mobile Banking Enrollment Terms and Conditions (“Terms and Conditions”)

12. **Image Quality.** The image of a check or item transmitted to the Credit Union using the Service must be legible. The image quality of the checks and items must comply with the standards established and modified from time to time by the American National Standards Institute, or any additional standard set by us, and with any requirements set by any clearinghouse we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item’s poor image quality, including those related to rejection of or delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

13. **User Warranties and Indemnification.** You warrant to Community Credit Union that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to Community Credit Union is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.
- f. You are not aware of any factor that may impair the collectability of the item.

You agree to indemnify and to hold harmless Community Credit Union from any loss for breach of this warranty provision.

14. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.



IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Substitute Checks and Your Rights

What is a substitute check?

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

Some or all of the checks that you receive back from us may be substitute checks.

This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account.

However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to (\$2,500) of your refund (plus interest if your account earns interest) within (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (Community Credit Union, Operations Department, 800-862-7009, 1 Andrew Street, Lynn, MA 01901, info@myccu.org). You must contact us within (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include--

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).



CHECK IMAGING OPTIONS

1 Andrew Street Lynn, MA 01901 Tel (800) 862-7009 | Fax (781) 593-3190

Effective: January 01, 2007 the following options will be available:

1. *Continue receiving your check images with your account statement at a \$3.00 monthly service fee.* If you wish to continue receiving the images, please do nothing at this time.
2. *Stop receiving images with your monthly statement.* To stop receiving the images and to avoid the \$3.00 monthly service fee, please check the box below and return this form to:

Community Credit Union
ATTN: Check Imaging
1 Andrew Street
Lynn MA, 01901

REMEMBER ... you can always get your images, **FREE OF CHARGE** from our Internet Banking site → www.myccu.org

Individual images are also available at our branches (*regular service fees may apply*).

Member's Name: _____ Checking Account No. _____

Please DISCONTINUE sending CHECK IMAGES with my monthly statement.

Signature: _____ Date: _____



What You Need to Know about Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but Community Credit Union pays it anyway. *** **This does not apply on Business Accounts**

Community Credit Union can cover your overdrafts in **two** different ways:

- 1) Community Credit Union have standard overdraft practices that come with your account.
- 2) Community Credit Union also offers overdraft protection plans, which may be less expensive than our standard overdraft practices. To learn more, ask us about this plan.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

Community Credit Union do authorize and pay overdrafts for the following types of transactions:

- *Checks and other transactions made using your checking account number or recurring debit card transactions*
- *Automatic bill payments*

Community Credit Union do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- *ATM transactions*
- *Everyday debit card transactions*

Community Credit Union pay overdrafts at our discretion, which means Community Credit Union do not guarantee that Community Credit Union will always authorize and pay and type of transaction. If Community Credit Union do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Community Credit Union pays my overdraft?

Under our standard overdraft practices:

- Community Credit Union will charge you a fee of up to \$35 each time Community Credit Union pay an overdraft.
- Also, if your account is overdrawn for 2 or more consecutive business days, Community Credit Union will charge an additional \$10 per day.

There is no limit on the total fees Community Credit Union can charge you for overdrawing your account.

What if I want Community Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call **(800) 862-7009** or Mail to:

Community Credit Union
1 Andrew Street
Lynn MA, 01901

Member's Name: _____ Account No. _____

- I **revoke** my authorization given to Community Credit Union to pay overdrafts on my ATM and everyday debit card transactions.
- I do **NOT** want Community Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.
- I want Community Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Signature: _____ Date: _____

FACTS

WHAT DOES COMMUNITY CREDIT UNION OF LYNN 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 Community Credit Union of Lynn chooses to share; and whether you can limit this sharing.

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

Questions?

Call 800-862-7009 or go to myccu.org

To limit our sharing

- Call 800-862-7009
- Visit us online at myccu.org
- Mail the form below

Please note:

If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer a member, we can continue to share your information as described in this notice. However, you can contact at any time to limit our sharing

What we do	
How does Community Credit Union of Lynn 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 Community Credit Union of Lynn collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or make deposits or withdrawals from your account • pay your bills or apply for a loan • use your credit or debit card <p>We also collect your personal info from others such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account – unless you tell us otherwise.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Community Credit Union of Lynn has no affiliates</i>
Non affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include ATM transaction processor, Bill payment services, Online Banking services, Data Center provider, Plastic Card Production, Credit Bureaus, Check Printers, Mortgage application processor, Loan application processors, Insurance Companies, Service Providers and other financial institutions.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance companies and service providers.</i>

Other important information	
Community Credit Union of Lynn is in compliance with 201 CMR 17.00, Mass Data Security Regulation. The objective of this regulation is to ensure the security and confidentiality of members' information in a manner fully consistent with industry standards.	

Mail-in Form

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below:	Mark any/all you want to limit:	
	<input type="checkbox"/> Do not use my personal information to market to me.	
	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.	
	<input type="checkbox"/> Do not share my personal information with other financial companies to jointly market to me.	
<input type="checkbox"/> Apply my choices only to me	Name:	Mail to: Community Credit Union One Andrew Street Lynn, MA 01901
	Address:	
	City, State, Zip:	
	Account #:	



TRUTH IN SAVINGS ACCOUNT DISCLOSURE

- STATEMENT SAVINGS
- CLUB ACCOUNT (including Holiday or Vacation)
- IRA SHARE ACCOUNT
- PASSBOOK SAVINGS ACCOUNT (*GRANDFATHERED*)

The terms disclosed below are part of your contract with us and are binding upon both of us in connection with your account.

Account Type	(A)	(B)	(C)	(D)
Statement Savings Account (Share Account)	%	%	\$25.00	\$25.00 - \$24,999.99
	%	%		\$25,000 and over
Club Account	%	%	\$5.00	\$25.00
IRA Share Account	%	%	\$500.00	\$25.00 - \$24,999.99
	%	%		\$25,000 and over
Passbook Savings Account (<i>GRANDFATHERED</i>)	%	%	\$25.00	\$25.00 - \$24,999.99
	%	%		\$25,000 and over

- (A) Dividend Rate (*please refer to the current rate sheet*)
- (B) Annual Percentage Yield (*please refer to the current rate sheet*)
- (C) Minimum Opening Deposit
- (D) Balance Required to Earn Disclosed Annual Percentage Yield

Rate Information

The dividend rate for your account is disclosed in Box A with an annual percentage yield disclosed in Box B. The dividend rate and annual percentage yield set forth above are accurate as of the last dividend declaration date. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the month.

Dividend Rate Changes

Your dividend rate and annual percentage yield may change at any time as determined by the credit union Board of Directors.

Accrual of Dividends on Non-Cash Items

Accrual of dividends on non-cash items (for example, checks) you deposit will begin on the day your deposit such non-cash items.

Dividend Compounding and Crediting

Dividends are compounded monthly and credited monthly. If you close your account before dividends are credited, you will not receive the accrued dividends.

For this account, the dividend period is monthly; for example, the beginning and ending dates of the first dividend period of the calendar year is January 1st to January 31st.

All other dividend periods follow the same pattern of dates. The dividend declaration date follows the ending date of a dividend period and for the example set forth above the 2nd Thursday of February.

Calculation Method

For the purpose of calculating dividends on your account, we use the Daily Balance Method. This method applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements and Transaction Limitations

The par value of a share in this credit union is \$25.00.

The minimum opening deposit is disclosed in Box C.

You must maintain a minimum balance as disclosed in Box D in the account each day to obtain the disclosed annual percentage yield.

We may require you to give written notice of an intended withdrawal not less than 7 days before the withdrawal is to be made. Under applicable law we may extend the notice period for up to 90 days.

During any statement period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee as disclosed in schedule of fees.

Service Fees and Charges

We will provide a separate schedule setting forth the fees that can be imposed upon your account.

A \$5.00 early closeout fee applies to all club accounts.

Additional Transaction Limitations Covering All Accounts

As a member of our Credit Union, you are subject to the following rules that are contained in our governing documents:

1. In order to maintain a share account with us, you must maintain a share account which meets the par value requirements set forth above. For this credit union, you must hold one share with the par value noted above in order to maintain accounts with us.
2. Shares may be transferred only from one member to another by written instrument in such form as we may prescribe.
3. You may not withdraw shareholdings that are pledged as required as security for loans without our written approval, except to the extent that your shares exceed your total primary and contingent liability to us. Further, you may not withdraw any shareholdings below the amount of your primary or contingent liability to us if are delinquent as borrower or if borrowers for whom you act as a co-maker, endorser, or guarantor are delinquent, without our prior written approval.
4. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to your account.

Insured Deposits National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

The portions of member's accounts in excess of those sums which are insured by the National Credit Union Share Insurance Fund are insured by the Massachusetts Credit Union Share Insurance Corporation.

Information Provided Upon Request

If checked, we are providing this information to you at your request. The dividend rate and annual percentage yield shown above are accurate as of _____.

You may contact our Member Service Representatives at (800) 862-7009 to obtain current rate or visit our website myccu.org.



TERM CERTIFICATE DISCLOSURE STATEMENT

- TERM CERTIFICATE**
 RETIREMENT CERTIFICATE

This Disclosure Statement sets forth certain terms relating to your term deposit certificates with us. These terms are part of your contract with us and are binding upon both of us. Additional terms may be disclosed to you on separate pages.

Maturity Date: _____

Term: _____

Account Type	(A)	(B)	(C)	(D)
Term Certificate	%	%	\$25	\$1,000
Retirement Certificate	%	%	\$25	\$500

- (A) Dividend Rate *(please refer to the current rate sheet)*
 (B) Annual Percentage Yield *(please refer to the current rate sheet)*
 (C) Minimum Opening Deposit
 (D) Balance Required to Earn Disclosed Annual Percentage Yield

Rate Information

The dividend rate for your account is disclosed in Box A with an annual percentage yield disclosed in Box B. You will be paid this rate until the maturity date of the certificate.

Dividends on your account will be compounded monthly and credited to your account on the last day of the month and at maturity.

The annual percentage yield assumes dividends remain on deposit until maturity. A withdrawal will reduce earnings.

If you close your account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Non-cash Items

Dividends begin to accrue no later than the business day you deposit non-cash items (for example, checks).

Minimum Balance Requirements

The par value of a share in this credit union is \$25.00. You must deposit the amount disclosed in Box D to open this account.

You must maintain a minimum balance as disclosed in Box C in your account every day to obtain the annual percentage yield listed above.

Balance Computation Method

We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations

You may not make deposits into your account until maturity date.

In unusual circumstances we may require a 90 day written notice of intent to withdraw any or all of the funds in this account.

Early Withdrawal Penalty

The early withdrawal penalty for certificates of deposit with a term of 367 days or less is changing. If the certificate of deposit is redeemed before the maturity date, 90 days of interest at the contracted rate will be forfeited.

The early withdrawal penalty for certificates of deposit with a term greater than 367 days is changing. If the certificate of deposit is redeemed before the maturity date, 180 days of interest at the contracted rate will be forfeited.

A penalty will be imposed if a withdrawal, in whole or in part, with respect to any deposit which is contributed under a Keogh Plan or Individual Retirement Account (IRA) where the individual for whose benefit the plan or account is maintained is under the 70½ years of age.

The credit union may allow a withdrawal, in whole or in part, without a penalty, under the following circumstances:

1. When an Account owner dies; or
2. Where the Account owner is deemed legally incompetent by a court or other body of competent jurisdiction; or
3. When an Account owner becomes disabled as defined in the Internal Revenue Code (26 U.S.C. 72(M)(7)). A tax penalty may be imposed by the IRS for early withdrawal. See your tax advisor for details.
4. If you are age 70½ or older, to satisfy your IRA mandatory minimum distribution requirement.

Renewal Policy

This account will automatically renew at maturity. If this account is not renewed for any reason, your deposit will be placed in a dividend bearing account. You will have a grace period of 7 calendar days after the maturity date to withdraw funds without penalty.

Service Fees and Charges

We will deliver a separate schedule setting forth the fees that can be imposed upon your account.

Additional Transaction Limitations Covering All Accounts

As a member of our Credit Union, you are subject to the following rules that are contained in our governing documents:

1. In order to maintain a share account with us, you must maintain a share account which meets the par value requirements set forth above. For this credit union, you must hold one share with the par value noted above in order to maintain accounts with us.
2. Shares may be transferred only from one member to another by written instrument in such form as we may prescribe.
3. You may not withdraw shareholdings that are pledged as required as security for loans without our written approval, except to the extent that your shares exceed your total primary and contingent liability to us. Further, you may not withdraw any shareholdings below the amount of your primary or contingent liability to us if are delinquent as borrower or if borrowers for whom you act as a co-maker, endorser, or guarantor are delinquent, without our prior written approval.
4. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to your account.

Insured Deposits National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

The portions of member's accounts in excess of those sums which are insured by the National Credit Union Share Insurance Fund are insured by the Massachusetts Credit Union Share Insurance Corporation.

Information Provided Upon Request

If checked, we are providing this information to you at your request. The dividend rate and annual percentage yield shown above are accurate as of _____.

You may contact our Member Service Representatives at (800) 862-7009 to obtain current rate or visit our website myccu.org.

MARCH 20, 2019



COMMUNITY Credit Union

MONEY MARKET ACCOUNT DISCLOSURE STATEMENT

The terms disclosed below are part of your contract with us and are binding upon both of us in connection with your account.

ACCOUNT TYPE	(A)	(B)	(C)	(D)
Money Market Deposit Account (MMDA)	%	%	\$1,000	\$25
	%	%		\$2,500
	%	%		\$10,000
	%	%		\$25,000
Community First Money Market (MMDA)	%	%	\$10,000	\$25
	%	%		\$10,000
	%	%		\$25,000
	%	%		\$100,000

- (A) Dividend Rate (*please refer to the current rate sheet*)
- (B) Annual Percentage Yield (*please refer to the current rate sheet*)
- (C) Minimum Opening Deposit
- (D) Balance Required to Earn Disclosed Annual Percentage Yield

Rate Information

The dividend rate for your account is disclosed in Box A with an annual percentage yield disclosed in Box B. The dividend rate and annual percentage yield set forth above are accurate as of the last dividend declaration date. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the month.

Dividend Rate Changes

Your dividend rate and annual percentage yield may change at any time as determined by the credit union Board of Directors.

Accrual of Dividends on Non-Cash Items

Accrual of dividends on non-cash items (for example, checks) you deposit will begin on the day your deposit such non-cash items.

Dividend Compounding and Crediting

Dividends are compounded monthly and credited monthly.

If you close your account before dividends are credited, you will not receive the accrued dividends.

For this account, the dividend period is monthly; for example, the beginning and ending dates of the first dividend period of the calendar year is January 1st to January 31st.

All other dividend periods follow the same pattern of dates. The dividend declaration date follows the ending date of a dividend period and for the example set forth above the 2nd Thursday of February.

Calculation Method

For the purpose of calculating dividends on your account, we use the Daily Balance Method. This method applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements and Transaction Limitations

The par value of a share in this credit union is \$25.00.

The minimum opening deposit is disclosed in Box C.

You must maintain a minimum balance as disclosed in Box D in the account each day to obtain the disclosed annual percentage yield.

We may require you to give written notice of an intended withdrawal not less than 7 days before the withdrawal is to be made. Under applicable law we may extend the notice period for up to 90 days.

During any statement period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee as disclosed in schedule of fees.

Service Fees and Charges

We will provide a separate schedule setting forth the fees that can be imposed upon your account.

Additional Transaction Limitations Covering All Accounts

As a member of our Credit Union, you are subject to the following rules that are contained in our governing documents:

1. In order to maintain a share account with us, you must maintain a share account which meets the par value requirements set forth above. For this credit union, you must hold one share with the par value noted above in order to maintain accounts with us.
2. Shares may be transferred only from one member to another by written instrument in such form as we may prescribe.
3. You may not withdraw shareholdings that are pledged as required as security for loans without our written approval, except to the extent that your shares exceed your total primary and contingent liability to us. Further, you may not withdraw any shareholdings below the amount of your primary or contingent liability to us if are delinquent as borrower or if borrowers for whom you act as a co-maker, endorser, or guarantor are delinquent, without our prior written approval.
4. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to your account.

Insured Deposits National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

The portions of member's accounts in excess of those sums which are insured by the National Credit Union Share Insurance Fund are insured by the Massachusetts Credit Union Share Insurance Corporation.

Information Provided Upon Request

If checked, we are providing this information to you at your request. The dividend rate and annual percentage yield shown above are accurate as of _____.

You may contact our Member Service Representatives at (800) 862-7009 to obtain current rate or visit our website myccu.org.



NOW CHECKING ACCOUNT DISCLOSURE STATEMENT

The terms disclosed below are part of your contract with us and are binding upon both of us in connection with your account.

Account Type	(A)	(B)	(C)	(D)
NOW Checking	%	%	\$400	\$15
	%	%		\$1,000
	%	%		\$2,500

- (A) Dividend Rate *(please refer to the current rate sheet)*
- (B) Annual Percentage Yield *(please refer to the current rate sheet)*
- (C) Minimum Opening Deposit
- (D) Balance Required to Earn Disclosed Annual Percentage Yield

Rate Information

This method fixes a rate for each period based on the amount in the account – that is, only one dividend rate will apply each day.

If your daily balance is between the figures shown in Box D, the dividend rate paid on the entire balance in your account for such day will be as disclosed in Box A with an annual percentage yield as disclosed in Box B.

The dividend rate and annual percentage yield set forth above are accurate as of the last dividend declaration date.

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the month.

Dividend Rate Changes

Your dividend rate and annual percentage yield may change at any time as determined by the credit union Board of Directors.

Accrual of Dividends on Non-Cash Items

Accrual of dividends on non-cash items (for example, checks) you deposit will begin on the day your deposit such non-cash items.

Dividend Compounding and Crediting

Dividends are compounded monthly and credited monthly.

If you close your account before dividends are credited, you will not receive the accrued dividends.

For this account, the dividend period is monthly; for example, the beginning and ending dates of the first dividend period of the calendar year is January 1st to January 31st.

All other dividend periods follow the same pattern of dates. The dividend declaration date follows the ending date of a dividend period and for the example set forth above the 2nd Thursday of February.

Calculation Method

For the purpose of calculating dividends on your account, we use the Daily Balance Method. This method applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements and Transaction Limitations

The par value of a share in this credit union is \$25.00.

The minimum opening deposit is \$400.00.

You must maintain a daily balance of \$400.00 during the statement period to avoid imposition on monthly service charge.

You must maintain a minimum balance as disclosed in Box D in the account each day to obtain the disclosed annual percentage yield.

We may require you to give written notice of an intended withdrawal not less than 7 days before the withdrawal is to be made. Under applicable law we may extend the notice period for up to 90 days.

Service Fees and Charges

We will provide a separate schedule setting forth the fees that can be imposed upon your account.

Additional Transaction Limitations Covering All Accounts

As a member of our Credit Union, you are subject to the following rules that are contained in our governing documents:

1. In order to maintain a share account with us, you must maintain a share account which meets the par value requirements set forth above. For this credit union, you must hold one share with the par value noted above in order to maintain accounts with us.
2. Shares may be transferred only from one member to another by written instrument in such form as we may prescribe.
3. You may not withdraw shareholdings that are pledged as required as security for loans without our written approval, except to the extent that your shares exceed your total primary and contingent liability to us. Further, you may not withdraw any shareholdings below the amount of your primary or contingent liability to us if are delinquent as borrower or if borrowers for whom you act as a co-maker, endorser, or guarantor are delinquent, without our prior written approval.
4. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to your account.

Insured Deposits National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

The portions of member's accounts in excess of those sums which are insured by the National Credit Union Share Insurance Fund are insured by the Massachusetts Credit Union Share Insurance Corporation.

Information Provided Upon Request

- If checked, we are providing this information to you at your request. The dividend rate and annual percentage yield shown above are accurate as of _____.

You may contact our Member Service Representatives at (800) 862-7009 to obtain current rate or visit our website myccu.org.



FREE CHECKING ACCOUNT DISCLOSURE STATEMENT

The terms disclosed below are part of your contract with Community Credit Union and are binding upon both of us in connection with your account.

Minimum Balance Requirements and Transaction Limitations

The par value of a share in this credit union is \$25.00.

The minimum opening deposit is \$25.00.

You must maintain a daily balance of \$0.00 during the statement period to avoid imposition on monthly service charge.

We may require you to give written notice of an intended withdrawal not less than 7 days before the withdrawal is to be made. Under applicable law we may extend the notice period for up to 90 days.

Service Fees and Charges

We will provide a separate schedule setting forth the fees that can be imposed upon your account.

Additional Transaction Limitations Covering All Accounts

As a member of our Credit Union, you are subject to the following rules that are contained in our governing documents:

1. In order to maintain a share account with us, you must maintain a share account which meets the par value requirements set forth above. For this credit union, you must hold one share with the par value noted above in order to maintain accounts with us.
2. Shares may be transferred only from one member to another by written instrument in such form as we may prescribe.
3. You may not withdraw shareholdings that are pledged as required as security for loans without our written approval, except to the extent that your shares exceed your total primary and contingent liability to us. Further, you may not withdraw any shareholdings below the amount of your primary or contingent liability to us if are delinquent as borrower or if borrowers for whom you act as a co-maker, endorser, or guarantor are delinquent, without our prior written approval.
4. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to your account.

Insured Deposits National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

The portions of member's accounts in excess of those sums which are insured by the National Credit Union Share Insurance Fund are insured by the Massachusetts Credit Union Share Insurance Corporation.

Information Provided Upon Request

- If checked, we are providing this information to you at your request. The dividend rate and annual percentage yield shown above are accurate as of _____.

You may contact our Member Service Representatives at (800) 862-7009 to obtain current rate or visit our website myccu.org.

Kasasa Cash®
Truth in Savings Disclosure
This disclosure contains the rules that govern your deposit.

Account Overview

Kasasa Cash® is a free, variable rate checking account with no minimum balance that rewards accountholders with dividends and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycles*.

Purpose and Expected Use of Account

This account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Community Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over six (6) consecutive Statement Cycles***.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Community Credit Union check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash account, any optional add-on products / services associated with this account will also be terminated at the same time.

Dividend Rate & Annual Percentage Yield (APY****)

- **Compounding & Crediting:** Dividends will be compounded on a daily basis. Dividends will be credited to your account on the last day of the current Statement Cycle. If you close your account before the dividends are credited, you will not receive the accrued dividends. Dividends begin to accrue on the Business Day** you deposit noncash items (for example, checks).
- **Balance Computation Method:** We use the daily balance method to calculate the dividends on your account. This method applies a periodic rate to the principal in the account each day for the period. The period we use is the Statement Cycle.
- **Dividend Rate & Annual Percentage Yield:** When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle, Tier 1: A dividend rate of 1.98% will be paid on the portion of your daily balance up to \$20,000. The annual percentage yield for this tier is 2.00%. Tier 2: A dividend rate of 0.50% will be paid on the portion of your daily balance that is greater than \$20,000. The annual percentage yield for this tier will range from 0.50% to 2.00%, depending on the balance in the account. When your Kasasa Cash account qualifications are not met, the dividend rate paid on the entire balance will be 0.05% with an annual percentage yield of 0.05%.

Qualifications

To earn your rewards just do the following transactions and activities in your Kasasa Cash account during each Monthly Qualification Cycle:

- Have at least one [1] Direct Deposit or ACH credit transactions post and settle
- Have at least twelve [12] PIN-based, signature-based debit card purchases post and settle
- Be enrolled in and agree to receive e-Statements
- Be enrolled in and log into online banking

Transactions and activities may take one (1) or more Business Days from the date the transaction or activity occurred to post and settle to the account. The following activities do not count toward earning account rewards: (1) ATM-processed transactions, (2) transfers between accounts, (3) debit card purchases processed by merchants and received by Community Credit Union as ATM transactions, (4) PIN-based, signature based transactions, non-retail payment transactions or purchases made with non-Community Credit Union issued debit cards.

Rewards

When Kasasa Cash qualifications are met during a Monthly Qualification Cycle, (1) a dividend rate of 1.98% will be paid on the portion of your daily balance up to \$20,000 and the annual percentage yield for this tier is 2.00%. A dividend rate of 0.50% will be paid on the portion of your daily balance that is greater than \$20,000 resulting in annual percentage yield for this tier ranging from 0.50% to 2.00%, depending on the account's balance and (2) you will receive reimbursements up to \$20 for nationwide ATM fees incurred during the Monthly Qualification Cycle in which you qualified. ATM receipt must be presented for reimbursement of ATM fees of \$5.00 or higher. If you believe you have not been reimbursed the correct amount of ATM fees you must contact us within thirty (30) calendar days after the Statement Cycle where the reimbursement was applicable in order to receive a refund.

Federally insured by NCUA. Kasasa Cash is a trademark of BancVue, Ltd., registered in the U.S.A.

MARCH 20, 2019

When Kasasa Cash qualifications are not met, the dividend rate paid on the entire balance will be 0.05% with an annual percentage yield of 0.05% and ATM fees are not refunded.

Dividends and ATM fee reimbursements will be credited to the account on the last day of the current Statement Cycle. APY = Annual Percentage Yield. APY calculations are based on an assumed total account balance of \$20,000 plus \$100,000. Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings.

Additional Information

\$25 minimum deposit is required to open the account and no minimum balance is required to obtain the account's rewards. Monthly ACH credit, enrollment in online banking, receipt of electronic statements are conditions of this account. This account is not to be used for commercial purposes and there is a limit of one (1) account per social security number. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. See accompanying Fee Schedule for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, electronic statements), are required to meet some of this account's qualifications. Contact a Community Credit Union service representative for additional information, details and enrollment instructions.

Overdraft Protection

Community Credit Union offers optional overdraft protection plans to protect you from overdrafts and declined transactions. The following fees are applicable: Insufficient Funds Fee of \$30 for each item we pay; Returned Item Fee of \$32 for each item we do not pay; Extended Overdraft Fee of \$7 is charged once after your account is overdrawn for two (2) or more consecutive Business Days. The fee may be imposed for covering overdrafts created by check and automated bill payments. Community Credit Union reserves the right to require the accountholder to pay an overdraft immediately or on demand / requires accountholder to establish a positive balance in the account.

Insured Deposits National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

The portions of member's accounts in excess of those sums which are insured by the National Credit Union Share Insurance Fund are insured by the Massachusetts Credit Union Share Insurance Corporation.

Information Provided Upon Request

If checked, we are providing this information to you at your request. The dividend rate and annual percentage yield shown above are accurate as of

_____.

You may contact our Member Service Representatives at (800) 862-7009 to obtain current rate or visit our website myccu.org.

*Monthly Qualification Cycle means a period beginning one (1) Business Day prior to the first day of the current Statement Cycle through one (1) Business Day prior to the close of the current Statement Cycle.

**Business Day means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

***Statement Cycle means the period of time for which Community Credit Union provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

**** APY = Annual Percentage Yield. APY calculations are based on an assumed total account balance of \$20,000 plus \$100,000. Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings.

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MARCH 20, 2019

Kasasa Cash Back®

Truth in Savings Disclosures

This disclosure contains the rules that govern your deposit account.

Account Overview

Kasasa Cash Back® is a free variable rewards checking account with no minimum balance that rewards accountholders with cash back on their PIN-based, signature-based debit card purchases and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle*.

Purpose & Use Expectations

The Kasasa Cash Back account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Community Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card and transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different share draft account or closed altogether. We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over six (6) consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Community Credit Union check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back account, any optional add-on products / services associated with this account will also be terminated at the same time.

Qualifications

To earn your rewards just do the following transactions and activities in your Kasasa Cash Back account during each Monthly Qualification Cycle:

- Have at least one [1] Direct Deposit or ACH credit transactions post and settle
- Have at least twelve [12] PIN-based, signature-based debit card purchases post and settle
- Be enrolled in and agree to receive e-Statements
- Be enrolled in and log into online banking

Transactions and activities must post and settle to the account during each Monthly Qualification Cycle and may take one (1) or more Business Day** from the date the transaction or activity occurred to post and settle to the account. The following activities do not count toward earning account rewards: (1) ATM-processed transactions, (2) transfers between accounts, (3) debit card purchases processed by merchants and received by Community Credit Union as ATM transactions, (4) PIN-based, signature based transactions, non-retail payment transactions or purchases made with non-Community Credit Union issued debit cards.

Rewards

When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive (1) 2.00% cash back on up to a total of \$300.00 PIN-based / signature-based debit card purchases that post and settle to the account during that cycle period up to a maximum cash back earned of \$6.00 per Monthly Qualification Cycle, as well as (2) reimbursements up to \$20 for nationwide ATM fees incurred during the Monthly Qualification Cycle in which you qualified. ATM receipt must be presented for reimbursement of ATM fees of \$5.00 or higher. If you believe you have not been reimbursed the correct amount of ATM fees you must contact us within thirty (30) calendar days after the Statement Cycle*** where the reimbursement was applicable in order to receive a refund.

Cash back payments and ATM refunds will be credited to the account on the last day of the current Statement Cycle. When Kasasa Cash Back qualifications are not met, you will not receive cash back on PIN-based, signature-based debit card purchases and ATM fees are not refunded. Rates and rewards are variable and at our discretion may change after account is opened without notice to you Fees may reduce earnings.

Additional Information

\$25 minimum deposit is required to open the account and no minimum balance is required to obtain the account's rewards. Monthly ACH credit, enrollment in online banking, receipt of electronic statements are conditions of this account. This account is not to be used for commercial purposes and there is a limit of one (1) account per social security number. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. See accompanying Fee Schedule for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, electronic statements) are required to meet some of this account's qualifications. Contact a service representative for additional information, details and enrollment instructions.

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MARCH 20, 2019

Overdraft Protection

Community Credit Union offers optional overdraft protection plans to protect you from overdrafts and declined transactions. The following fees are applicable: Insufficient Funds Fee of \$30 for each item we pay; Returned Item Fee of \$32 for each item we do not pay; Extended Overdraft Fee of \$7 is charged after your account is overdrawn for one [1] or more consecutive Business Days. The fee may be imposed for covering overdrafts created by check and automated bill payments. Community Credit Union reserves the right to require the accountholder to pay an overdraft immediately or on demand / requires accountholder to establish a positive balance in the account.

Insured Deposits National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

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You may contact our Member Service Representatives at (800) 862-7009 to obtain current rate or visit our website myccu.org.

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**Business Day means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

***Statement Cycle means the period of time for which Community Credit Union provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

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MARCH 20, 2019



Service Fee Schedule

Effective: August 1st, 2020

MyCCU.org

General Service Fees

ATM / VISA DEBIT CARD

Replacement of ATM/ VISA debit card	\$ 10.00
Express Replacement (6 business days)	\$ 40.00
ATM/POS Transactions at Foreign ATM's – No CCU charges	FREE
<i>Per Balance Inquiry, Withdrawal, Advance or Transfer at a non-CCU ATM's</i>	FREE
<i>(Convenience fees may be charged by the correspondent or receiving financial institutions)</i>	

BALANCE VERIFICATION LETTER	\$ 5.00
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CHECK CASHING FEE

per check/CCU members only/unavailable funds exception	\$ 10.00
per check non-/CCU members Checks drawn on CCU	\$ 10.00
<i>By receiving this Service Fee schedule, all CCU members agree that the credit union may impose the above fee on the payee or other holder of a check or other item drawn against the member's account that is presented for payment over the counter at the credit union rather than being deposited in an account at another institution and presented for payment through the check collection system.</i>	

CHECK / DEPOSIT TICKET / CHECK COVER ORDER	PER PRINTERS' FEE SCHEDULE
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Business Special Checking Account - free order on 1st order of basic check order
Business Plus Checking Account - credit \$75.00 towards the first check order
Business Premium Checking Account - credit \$200.00 towards the first check order

CHECK IMAGES

Package Charge (Paper Statement Check Image Fee per month)	\$ 3.00 / month
Check Images via Online Banking	FREE

CLEAN COLLECTIONS (drafts to request funds from other banks)	\$ 40.00
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plus postage (Additional fees may be charged by other financial institutions)

COURIER CHARGE

Priority, Express, Registered, International	Min. \$30.00 / Max. \$50.00
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DORMANT ACCOUNT

Inactive Account (account will become inactive after 1 year of inactivity)	\$ 3.00 / month
Dormant Account (account will become dormant after 3 years of inactivity)	\$ 5.00 / month
Escheatment Fee	\$ 50.00

FACSIMILE

Facsimile (outgoing – per page)	\$ 3.00
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LEVY / SUMMONS

Massachusetts	\$ 80.00
All other states	\$ 90.00

RESEARCH

Research (per hour – min. 1 hour charge plus copy charges below)	\$ 20.00
Attorneys Fees (actual per attorney's bill)	BILLED SEPARATELY
Copy of Withdrawal Slip (per item)	\$ 3.00
Copy of Deposited Check (per item)	\$ 3.00
Copy of Statement (per Statement)	\$ 5.00
Loan History (per year)	\$ 30.00

LOAN PAYMENT

Loan Payment by Phone (from internal or external accounts)	\$ 10.00
Credit Card Loan Payment by Phone (from internal or external accounts)	\$ 7.50
Loan Payment on CCU Website	FREE
Fax Loan Payoff Letter	\$ 40.00

NOTARY

	FREE
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ONLINE BILL PAY

CCU Online Bill Pay	FREE
<i>Rush Delivery</i>	VARIABLES / per trans

PopMoney

Send Money Standard Delivery & Rush Delivery	FREE / per trans
Receive Money	FREE

OVERDRAFT / NON-SUFFICIENT FUND (NSF) CHARGE

The Overdraft/NSF Charges apply to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means

Pay or Return Return Check ACH or by other means	\$ 35.00
Consecutive Day OD Fee – after 1 day of account carrying a negative balance	\$ 10.00
Return Deposited Item	\$ 7.81
Return Payment Fee - Credit Card Programs	\$ 25.00

STOP PAYMENT

Check, ACH	\$ 35.00
Treasurer's Check	\$ 50.00

(with Legal Affidavit/Indemnity Agreement at the discretion of CCU – we may refuse to stop payment on a Treasurer's check)

TELEPHONE SERVICES

Telephone Transfer between accounts <i>(by a CCU employee)</i>	\$ 5.00
Internet / Telephone Banking System transfers	FREE

WIRE TRANSFER

Business Premium Checking Account	FREE
Outgoing <i>(domestic or international)</i>	\$ 40.00
Incoming <i>(domestic or international)</i>	\$ 10.00

ADDITIONAL SERVICES

FOREIGN CURRENCY (BUY / SELL)	BASED ON MARKET RATE
<i>Courier and Exchange Fees may apply</i>	
MONEY ORDER (\$1,000 max)	\$ 5.00
<i>Business Premium Checking Account</i>	
Temporary check <i>(checking account /per item)</i>	\$ 5.00
Temporary check <i>(HELOC)</i>	\$ 5.00
TREASURER'S CHECK (\$1,000 MIN)	\$ 10.00
<i>Business Premium Checking Account</i>	
VISA GIFT CARD	\$ 5.00

Account-Related Fees**BUSINESS CHECKING ACCOUNT**

Monthly Service Charge	\$ 15.00
<i>(Business Interest Checking Account - If balance falls below \$2500.00 at any time during the statement period)</i>	
<i>(Business Checking Account - If balance falls below \$750.00 at any time during the statement period)</i>	
Per item fee for all items over 75	\$ 0.25

FREE BUSINESS CHECKING ACCOUNT

Per item fee for all items over 200	\$ 0.50
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BUSINESS SPECIAL CHECKING ACCOUNT

Per item fee for all items over 200	\$ 0.50
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BUSINESS PLUS CHECKING ACCOUNT

Monthly Service Charge	\$ 20.00
<i>(If balance falls below \$15,000.00 at any time during the statement period)</i>	
Per item fee for all items over 400	\$ 0.50

BUSINESS PREMIUM CHECKING ACCOUNT

Monthly Service Charge	\$ 50.00
<i>(If balance falls below \$50,000.00 at any time during the statement period)</i>	
Per item fee <i>unlimited</i>	FREE

CLUB ACCOUNTS

Early closing of account	\$ 15.00
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IRA ACCOUNTS

Annual fee	FREE
IRA transfer to another financial institution	\$ 75.00
<i>(plus additional courier / mailing fees)</i>	
	VARIES

MONEY MARKETS (MMDA)

Early Closing of Account <i>(prior to 6 months from opening)</i>	\$ 15.00
Monthly Service Charge	\$ 15.00
<i>(Consumer Money Market Account - If the balance falls below \$400.00 at any time during the statement period)</i>	
<i>(Business Money Market Account - if the balance falls below \$1,000.00 at any time during the statement period)</i>	
MMDA Excessive Transactions <i>(per excessive transaction)</i> over 6	\$ 20.00
<i>(Checks, Telephone, Online & Preauthorized Transfers)</i>	

N.O.W. ACCOUNTS

Monthly Service Charge	\$ 5.00
<i>(If the balance falls below \$400.00 at any time during the statement period)</i>	

SHARE ACCOUNTS (Passbook or Statement Savings)

Early Closing of Account <i>(prior to 6 months from opening)</i>	\$ 15.00
Lost / Replacement of Passbook - <i>must switch to paper statement savings account</i>	n/a

Fees subject to change, for current fee schedule please visit myccu.org

PHONE: (800) 862-7009

LOCATIONS:

Lynn | 1 ANDREW ST, LYNN, MA 01901

Peabody | 32 CENTRAL ST, PEABODY, MA 01960

Somerville | 377 SUMMER ST, SOMERVILLE, MA 02144

