

within 2 business days after you learn of the loss or theft of your card and/or PIN code, and we can prove we could have stopped someone from using your card and/or PIN code without your permission you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you can not recover any money you lost if we can prove that we could have stopped someone from taking the money if you told us in a timely manner. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

ERROR RESOLUTION NOTICE is as follows: In case of errors or questions about your electronic transfer, call or write us at the telephone number or address listed on the front panel of this brochure, 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 the FIRST statement on which the problem or error appeared. Description of error should include the following:

- 1) Tell us your name and account number (if any).
- 2) Tell us the date and dollar amount of the suspected error.
- 3) Describe the error or transfer in question and why you believe it is an 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 tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days (up to 90 days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

AVAILABILITY OF FUNDS & COLLECTION OF CHECKS Federal Reserve Bank - Regulation CC

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit on any business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit (night drop) after closing or on a day we are closed, we will consider that deposit to be made on the next business day we are open.

If you make a deposit at an ATM before 12:00 P.M. 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 at an ATM after 12:00 P.M. or on a day we are closed, we will consider that deposit to be made on the next business day.

If we cash or accept for deposit a check from you that is drawn on another bank, we may withhold availability of other funds in this account for immediate withdrawal or the availability of funds from another account you have with us. Those funds will be available to you at the time funds from the check we cashed or accepted for deposit are available to us.

LONGER DELAYS MAY APPLY on a case-by-case basis regarding funds that you deposit by check. The first \$100 of your deposits may be available immediately to you and the remainder will be available to you on the second (2) business day after the day of your deposit. However, funds may not be available until the (5)th business day after the day of your deposit, depending on the type of check. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds available immediately from a deposit, please ask when funds are available. As a Safeguard funds deposited by a check may be delayed for a longer period if:

- 1) We believe a check you deposited will not be paid.
- 2) You deposited checks totaling more than \$5,000 on any one day.
- 3) You redeposited a check that has been returned unpaid.

- 4) You have overdrawn your account repeatedly in the last six months.
- 5) There is an emergency, such as computer or communications equipment failure.

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 tenth (10) business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE

SHARE SAVINGS ACCOUNT

Average Daily Balance computation method - Dividends are calculated by applying a periodic rate to the average daily balance in the account for the quarter. The average daily balance is calculated by adding the balance in the account for each day of the quarter and dividing by the number of days in the quarter.

Crediting and Compounding - Dividends will be credited and compound quarterly. **Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is 1/1, and the ending date of such dividend period is 3/31. All other dividend periods follow this same date pattern. The dividend declaration date is the last day of the quarter, in the example above its 3/31. If you close your account before dividends are paid, you will not receive the accrued dividend.

Fees & Charges - Membership fee of \$1.00 when account is opened. **Minimum balance requirements** - The minimum balance required to open this account is the purchase of one par value share (\$25.00) in the credit union. You must maintain a monthly minimum average daily balance of \$100.00 in your share savings account to obtain the disclosed Annual Percentage Yield (APY).

Transaction limitations - During any month, you may not make more than three withdrawals or transfers to another account of yours or to a third party by an electronic preauthorized means as automatic transfers, telephone orders, or similar orders to a third party. If you exceed the transfer limitations set forth above a fee shall be assessed.

CHECKING ACCOUNT (SHARE DRAFT)

Minimum balance requirements - No minimum account balance required. **Statement Frequency** - Statements will be provided on a monthly basis unless no activity has occurred on the account. **Transaction limitations** - No transaction limitations apply to this account.

MONEY MARKET ACCOUNT

Average Daily Balance computation method - Dividends are calculated by applying a periodic rate to the average daily balance in the account for the monthly. The average daily balance is calculated by adding the balance in the account for each day of the monthly and dividing that figure by the number of days in the monthly.

Crediting and Compounding - Dividends will be credited and compound monthly. **Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is 1/1, and the ending date of such dividend period is 1/31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the month. If you close your account before dividends are paid, you will not receive the accrued dividends and for the example above is 1/31.

Fee and charges - A withdrawal fee of \$3.00 will be charged for each withdrawal in excess of three during a month.

Minimum balance requirement - You must maintain a minimum average daily balance of \$2500.00 in your account to obtain the disclosed annual percentage yield. **Transaction limitations** - No more than three withdrawals are allowed monthly.

INDIVIDUAL RETIREMENT ACCOUNT

Average Daily Balance computation method - Dividends are calculated by applying a periodic rate to the average daily balance in the account for the quarter. The average daily balance is calculated by adding the balance in the account for each day of the quarter and dividing by the number of days in the quarter.

Crediting and Compounding - Dividends will be credited and compound quarterly. **Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is 1/1, and the ending date of such dividend period is 3/31. All other dividend periods follow this same date pattern. The dividend declaration date is the last day of the quarter, in the example above its 3/31. If you close your account before dividends are paid, you will not receive the accrued dividend.

Minimum balance requirements - You must maintain a minimum average daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield. **Transaction limitations** - No transaction limitations apply except as stated in your IRA Plan Agreement or federal law.

CHRISTMAS CLUB ACCOUNT

Crediting and Compounding - Dividends are credited and compounded annually. **Dividend period** - For this account type, the dividend period is annually. The dividend declaration date is 9/30. If you close your account before dividends are paid, you will not receive the accrued dividends on 9/30.

Minimum balance requirements - No minimum account balance required.

Average Daily Balance computation method - Dividends are calculated by applying a periodic rate to the average daily balance in the account for the year. The average daily balance is calculated by adding the balance in the account for each day of the year and dividing by the number of days in the year. The period we use is annual.

Transaction limitations - Withdrawals made from this account before the club's year end (9/30) will cause this account to be closed.

CLUB ACCOUNTS BY AGE

Stork Club: Limited to individuals from ages 0 to 2 years. It requires a minimum of \$5.00 to open and minimum of \$25.00 on deposit within 6 months.

Kirby Kangaroo Accounts: Limited to individuals from ages 2 to 12 years. It requires a minimum of \$5.00 to open and minimum of \$25.00 on deposit within 6 months. Gifts and activities await participants.

CU Succeed: Limited to individuals from ages 12 to 18 years. It requires a minimum of \$5.00 to open and minimum of \$25.00 on deposit within 6 months. Various activities, prizes and a scholarship drawing available.

Choices Program: Limited to individuals from ages 18 to 25 years. Various prizes and availability of First Home Registry savings account.

S.T.A.R. Club: Limited to individuals from ages 25 to 55 years. Various prizes and availability of Smart Saver Emergency Fund savings account.

Prime Time: Limited to individuals age 55 and older. Individuals receive a discount on any style of check ordered (limited to one box per year), a discount on safe deposit box rental, social outings and informational seminars.

CERTIFICATE OF DEPOSIT

Average daily balance computation - Interest is calculated based on the amount deposited and time period specified on the certificate issuance notice.

Automatically renewable account - Certificates will automatically renew at maturity. You may prevent renewal by written notification 5 days prior to maturity. Automatic renewal will be for the same term as the original certificate.

Crediting and Compounding - Interest will be credited at certificate maturity. Only six (6) month Certificates that renew will compound interest Semi-Annually. All other Certificates (12 months & 24 months) will not compound interest.

Early withdrawal penalties - A penalty will be imposed on amounts withdrawn from certificates before maturity. The early withdrawal penalty will be equal to \$100.00 or 90 days of certificate interest, whichever is greater. In some circumstances, such as emergency, incompetence or death of the owner, the President may waive the early withdrawal penalty. IRA certificate holders should check carefully their plan disclosure information before making any withdrawals.

Grace Period - You have a grace period of 10 days following maturity of a certificate to add or withdraw funds without being charged the early withdrawal penalty.

Interest Rate information - The interest rate on your certificate and the annual percentage yield on your certificate will remain constant for the certificate term.

Minimum balance requirements - The minimum balance required to open a certificate is \$1,000.00. You must maintain a minimum balance of \$1,000.00 in your account or the certificate will be cancelled and early withdrawal penalty charged.

Time requirements - Individual Certificates may be issued for intervals of either 6 month, 12 month, or 24 month.

Transaction limitations - You can not make deposits into a certificate except at certificate maturity. You may withdraw principal from your certificate before maturity only if we agree prior to making such withdrawal. Principal withdrawn is subject to an early withdrawal penalty. You cannot withdraw interest from a certificate before maturity. A member may have multiple certificates.

COMMON FEATURES

Accrual of dividends - Dividends will accrue on the business day you place cash or non-cash items (checks) on account.

Bylaw requirements - You must have on deposit one par value share (\$25) in your Share Savings Account as a condition for admission or continuation of membership in the credit union.

National Credit Union Share Insurance Fund - Member funds in the credit union are federally insured by account type under the National Credit Union Share Insurance Fund.

Nature of dividends - Dividends are paid from current income and available past period earnings. Reserves are funded prior to dividends at quarter-end.

Rate Information - The dividend rate on all account is subject to change and as such is periodically set by the credit union's Board of Directors.

Transaction limitation - We reserve the right at any time to require a sixty day notice in writing before each withdrawal from an interest-bearing account other than a time deposit. This transaction withdrawal limitation is contained in our Bylaws and/or by Regulation.

Important Account
Information

Educational
Community
CREDIT UNION

Business Days: Monday through Friday
Excluding most Federal Holidays

Main Office: 1221 East Grand
Springfield, MO 65804
Open Hours: Drive-Up 7:30 to 6:00
Drive-Up Friday 7:30 to 7:00
Lobby 8:45 to 5:15
Wednesday Lobby 10:00 to 5:15
Phone: 417-831-0534 Fax: 417-831-2719
www.Educationalccu.org

Branson Office: 1440 State Hwy 248
Suite A,
Branson, MO 65616
Open Hours: Lobby 10:00 to 5:30

TERMS AND CONDITIONS Regarding Your Account(s)

This document, along with any other documents pertaining to your account(s) is a contract that establishes the rules which control your account(s) with Educational Community Credit Union (financial institution). When you sign the signature card you agree to these rules. You will receive written, verbal, or lobby posted updates on rates, qualifying balances and fees.

This agreement is subject to Federal Law, Missouri State law, our Bylaws, and applicable rules and regulations. The body of law that governs the account relationship is too large to be reproduced here. This document strives to:

- 1) Summarize laws that apply to common transactions.
- 2) Establish rules for certain transactions or events.
- 3) Provide disclosures of some of our policies.

The words "we", "our", and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over funds in the account. The headings are for convenience or reference only and will not govern the interpretation of the provisions. Words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. If any provision of this document is found to be unenforceable, all remaining provisions will continue in full force and effect. Any variations from our standard agreement must be in writing either on the signature card or other official document.

ACCOUNT ASSIGNMENTS require prior written approval from us.

ACCOUNT OWNERSHIP is governed by the account (membership) card for that account and ownership may be changed by a new account card submitted by the "Primary Member" (owner). The "Primary Member" is the first name on the account card; all other persons are considered "Joint Owners". We reserve the right to refuse some forms of ownership on any account. We make no representations as to the appropriateness or effect of the ownership or beneficiary designations, except to determine who may withdraw funds. The following rules will apply to accounts depending on the form of ownership.

Individual Account - Is an account owned by one person.

Joint Account with Right of Survivorship (And Not as Tenants In Common) is owned by two or more persons. Each of you intend that upon your death the balance in the account will belong to the survivor. If two or more of you survive, you will own the balance in the account as joint tenants with right of survivorship and not as tenants in common. Joint owners may conduct any business on this account, except only the primary member may make changes to the account card, close the account, make a loan, vote at the annual membership meeting, or hold an elected position.

Payable on Death Accounts (subject to the Nonprobate Transfers Law of Missouri) exists when the owner designates a beneficiary on the account card. Beneficiaries cannot withdraw unless: 1) all persons creating the account die, 2) not covered by a separate share agreement, and 3) the beneficiary is still living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without right of survivorship. The owner creating this account reserves the right to: 1) change beneficiaries, 2) change account types, or 3) withdraw all or part of the funds at any time. Any payment made by us to any beneficiaries shall satisfy the requirements of this payable-on-death provision without necessity of determining whether any other person shall have an interest in the account. Beneficiaries do not take as lineal descendants per stirpes (no LDPS).

Accounts for Trusts Created by Written Agreement are held in the name of a trustee of a trust of which a member is grantor, trustee or beneficiary. Payment of part or all of such trust account, to the extent of such payment, shall discharge the liability of the credit union to the grantor(s), trustee(s), and beneficiaries. The credit union shall be under no obligation to see to the application of such payment by the trustee(s).

Organizational Accounts must fully complete a club account card and we may require the governing body of the organization to give us a separate authorization or Board resolution form authorizing who may act on its behalf. The designated person(s) will have the ability to transact any business at the credit union in the name of the legal entity (ie. deposits, withdrawals, and transfers).

ACH AND WIRE TRANSFERS are subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted by the state of Missouri. 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 receive a credit to your account by wire or ACH, we are not required to give you any notice of the credit.

AMENDMENTS may be made to our bylaws or any term(s) of this agreement. Rules governing changes in rates are provided later. For other changes we will give you reasonable notice in writing or by any method permitted by law. If you violate any terms of this agreement, we may suspend your rights to membership services by giving you reasonable notice. Reasonable notice includes a notice in your account statement or a separate notice mailed to your last known address. Reasonable notice from us to any owner is notice to all owners. We may close your membership if your share savings account falls below \$25.00. You must inform us of address changes in a timely manner.

AUTHORIZED SIGNER (Individual Accounts Only) are designated by owner to conduct transactions on the owner's behalf. We have no obligation to monitor transactions to determine owner benefit.

BYLAWS establish basic rules about credit union policies and operations affecting your account and membership. You may request a copy of our bylaws. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws.

DEPOSITS will receive PROVISIONAL CREDIT until collection is final for all items, other than cash (including items drawn "on us"). Actual credit for deposits of foreign currency or checks will be at the exchange rate in effect at the time of final collection in U.S. dollars. We are not responsible for transactions by mail or those made at an outside depository until we post them to your account. We will treat and record all transactions received after our "business day cutoff time" or received on a day we are not open for business, as if received on the following business day.

DIRECT DEPOSITS which should have been returned to the Federal Government for any reason, may be deducted from the account or from any other account you have with us, without prior notice. We may also use any legal remedy to recover the amount of our liability.

FACSIMILE SIGNATURES may be used at any time by us to honor all checks, drafts, or other orders to pay that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed. The signature should resemble the facsimile signature specimen filled out with us, and contain the required number of signatures for this purpose.

GARNISHMENTS are a legal action including loan levy, tax levy, or child support orders. We shall not be liable to you for withdrawing funds or restricting the account even if such action leaves insufficient funds to honor other presented items. Any legal action against the account is subordinate to our lien.

LIABILITY means you (and any person or entity you represent) agree to the terms governing this account and its schedule of fees. You authorize us to deduct any charges due directly from your account(s). All parties agree to be jointly and severally (individually) liable for any account shortage resulting from a charge(s) or overdraft(s), whether caused by you or another with access to the account. This liability is due immediately, and can be deducted directly from your account. This includes our costs to collect any deficit to the extent permitted by law, including reasonable attorney's fees.

PLEDGES grant us a security interest in all or part of your account(s) for any loan or other obligations whether individually or jointly made or owed and you hereby agree that this account is subject to set-off by any statutory lien of the credit union. Any pledge, right to set-off, or statutory lien affecting this account (including charges, fees, NSF items, or overdraft amounts) must first be satisfied before the rights of any owner, joint owner, pay-on-death beneficiary, or trust account beneficiary becomes effective. This right may be exercised without obtaining a court judgment or as otherwise permitted by law. Each account owner may pledge any part of the funds in the account.

POSTDATED CHECKS shall be immediately charged to your account even though payment was made before the check date. We are obligated to honor checks when presented.

PAID CHECKS are not returned, however, you may request a photocopy of any item(s). They are available for a fee.

RESTRICTIVE LEGENDS or ENDORSEMENTS may not be honored by us. Examples are as follows: "must be presented within 90 days", "not valid for more than \$1,000.00", "payment in full" or "final payment".

STATEMENTS are required to be examined with "reasonable promptness". If you discover any unauthorized items, you must promptly notify us of the relevant facts. If you fail to do this, 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 for items on the statement but also other items having unauthorized signatures.

You agree that the time you have to examine your statement and report any items to us shall not exceed 30 calendar days from when the statement is sent or made available to you.

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

STATUTORY LIEN ON ALL SHARES in your account with us including certificates of deposit, now or hereafter deposited, whether held individually or jointly, are subject to a statutory lien under #370.250 RSMo, as amended from time to time for, and to the extent of any obligation you owe us. This lien shall be separate from and in addition to any lien, pledge, security interest or right of set-off created with you by agreement or otherwise; deemed a perfected lien for all shares on deposit with us and we may allow you to withdraw shares without waiving this lien on any remaining shares; and, any share on which we have a lien shall not be subject to garnishment, or other legal process by a creditor. You can not hold us liable for any check(s) or draft(s) dishonored by us because we charged and deducted the amount owed to us from your account(s). You agree to hold us harmless for any claim arising as a result of us exercising our right to exercise this lien.

STOP PAYMENTS shall be honored by us upon a written request of any member or authorized agent regardless of who signed the item and entry into our computer system. A stop payment order may be terminated only by the person who authorized it. Stop-payment orders must give us reasonable time to act prior to any stop-payment cutoff time. We initiate stop pays via a computer block on your account, therefore, your stop pay order must exactly identify the account number, check number, date, amount of the item, and the payee. Any incorrect information may result in the payment of the check by us.

TELEPHONE TRANSFERS from one account to another account with us may be made by the same persons under the same conditions generally applicable to withdrawals made in writing. Other account transfers are described elsewhere.

WITHDRAWAL or transfer of any part of the available account balance may be made by any person signing as owner or joint owner on the Membership Card. Persons signing the signature card are authorized to endorse any items payable to you or to your order for deposit to this account. We may refuse any withdrawal or transfer request if it is by a method not specifically permitted, exceeds the balance in your account, greater in number than the frequency permitted, or which is for an amount greater or less than our withdrawal limitations. Honoring a share withdrawal request on uncollected funds or an account overdrawn will not limit our option to refuse to do so in the future. We may treat abuse of your account as your request to close the account. We reserve the right to close, upon notice, any checking account that reflects activity that is not acceptable to us.

ELECTRONIC FUND TRANSFERS

Federal Reserve Bank - Regulation E

Indicated below are types of Electronic Fund Transfers (EFT) we are capable of handling, some of which may not apply to your account. Please read the disclosure

carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

PATT (Personal Automated Telephone Teller) transfers may be accomplished by telephone 24 hours a day by calling (417)831-2358 or (866)439-3220 and using your personal identification number (PIN), a touch tone phone, and your account number to perform the following functions:

- 1) Obtain account balances, and check clearings.
- 2) Transfer funds from checking to savings or savings to checking.
- 3) Make loan payment transfers from checking or savings accounts.
- 4) Obtain loan information such as payment amount, or payoff amounts.

ATM MACHINES (Automated Teller Machine network: CIRRUS, COOP, STAR, and THE EXCHANGE) will allow you to transfer, deposit, and withdraw funds from your account by using your ATM card and your PIN (personal identification number) at any of the above networks. Some of these ATM services may not be available at all ATMs. Some limitations apply:

- 1) There is a limit on the number and dollar amount of transactions you can make at any ATM for security reasons.
- 2) Withdrawal from your checking or savings account is limited to the available balance in your account, ATM machine limits, or POS limits.
- 3) Withdrawal from your checking or savings account is limited to \$100.00 per day when the ATM or POS machine is off-line.

Special Notice - ATM fees by others may apply to you if you use an ATM that is not operated by us. You may be charged a fee by the operator of the machine and/or by an automated transfer network.

OUR FEES are listed on a separate fees schedule insert.

- 1) We do not charge for direct deposit or EFT transfers to any share account type.
- 2) We do not normally charge for preauthorized payments from any share account.

DOCUMENTATION forms will be provided at the time of a personal transaction. A machine imprinted form will be provided at an ATM or POS terminal. Periodic statements are provided as transaction summaries and are produced monthly on all active checking accounts and quarterly on all other accounts.

PREAUTHORIZED CREDITS (direct deposits) can be accepted directly into your checking or savings account. If you have direct deposits to your account at least once every 60 days from the same person or company, they will inform you every time they send us money, or you can call us at (417) 831-0534 to verify that the deposit has been made.

PREAUTHORIZED DEBITS (payments) can be made to pay certain recurring bills from your checking or savings account. If the payment varies in amount, they will inform you of when and how much to pay 10 days before each payment. **Right to stop payment** on any preauthorized debits is done by writing to us at the address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call in your stop payment, we require you to put your request in writing and get it to us within 14 days after you call.

Liability for failure to stop a preauthorized debit after we have been given 3 business days or more notice, prior to the scheduled date, will become our liability to you for actual monetary losses or damages.

FINANCIAL INSTITUTION is liable for failure to make transfers in the correct amount or in a timely manner on your account according to the terms of our agreement. We will be liable for some of your losses or damages, except as follows:

- 1) Through no fault of ours, you do not have enough money in your account.
- 2) You have a line of credit and the transfer would exceed your credit limit.
- 3) Automated teller machine utilized for the transfer was not working.
- 4) Our terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 5) Circumstances beyond our control (such as fire, or flood) prevents the transfer.

MEMBER ACCOUNT INFORMATION shall remain confidential and shall not be provided to a third party, except as follows:

- 1) We have been given written permission by the member or joint owner.
- 2) We verify the existence/condition of accounts to a third party (ie credit bureau).
- 3) We have been provided written assurance by vendor before any disclosure.
- 4) We are required to comply with a governmental agency request or a court order.

UNAUTHORIZED TRANSFERS under Consumer Liability Laws require you to TELL US AT ONCE if you believe your card and/or PIN code has been lost or stolen. Telephone ECCU at 417-831-0534 to limit your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). Telling us within 2 business days can limit your loss to \$50 if someone used your card and PIN code without your permission. If you DO NOT TELL US