

# Your Account Disclosure Information

## Membership • Electronic Funds • Funds Availability Truth-In-Savings • Fee Schedule

March 13, 2015

---

### Terms and Conditions of Your Deposit Account

---

**Dear Member:** This brochure contains the rules, which govern, where appropriate, your deposit account with VIBRANT CREDIT UNION. Please read this brochure carefully; continued use of your account with us after receipt of this brochure means you agree to these rules, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from the account balance.

The body of state and federal law that governs our relationship with you 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 you have any questions, please contact us at 309-796-7500 or toll free at 800-323-5109.

As used in this brochure, the words "we," "us," "VIBRANT," "Credit Union" means the financial institution and the words "you" and "your" means the account holder.

#### Important information about procedures for opening a new account:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's licenses or other identifying documents.

**Liability:** Each of you agrees, 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 that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Direct deposit including government benefits may be used to cover overdrawn accounts. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**Deposits:** Any items, other than cash, accepted for deposit (including items drawn "on Us") will be given provisional credit only until collection is final (and 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 initiated by mail or outside depository until we actually record them. All transactions received on a business day we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. Your endorsement and the endorsement of any prior endorser must appear on the back of the check within the first 1.5 inches of the trailing edge of the check. The trailing edge of the check is the left side of the check when looking at it from the front. You agree to be responsible for any losses and any associated legal fees when these endorsement standards are not satisfied.

**Withdrawals:** Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. We are not responsible for losses from the unauthorized use of facsimile signatures. The fact we may honor withdrawal requests that overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will be first made from collected funds, and we may refuse any withdrawal request against

uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a non-conforming request, repeated abuse of the stated limitations may eventually force us to close this account. We will use the date the transaction is completed by us to apply the frequency limitations. We have the right to require a seven (7) day advance notice of withdrawal as provided in our bylaws.

**Membership Requirements:** If a member's Regular Savings balance ever falls below \$5, VIBRANT CREDIT UNION will transfer the deficiency balance from any other available savings balance or add the deficiency to any outstanding loan so that the Regular Savings balance is maintained at no less than the statutory minimum of \$5. A member must maintain \$5 in his/her Regular Savings in order to be a member in good standing. If this minimum is not maintained, you may lose the rights to receive our services.

---

### Ownership of Accounts & Beneficiary Designation

---

**Individual Account:** Only the individual member whose name appears on the membership agreement will have the right to withdraw funds from the account.

**Joint Account:** All joint owners have equal rights under this agreement. All parties may withdraw funds from the account at any time without the consent of the other party. When a joint account has been established, any one of the joint owners may make payments into the account; withdraw funds from the account or pledge funds as security for a loan. All joint owners can name, add, delete or change a beneficiary without consent from other owner(s). All joint accounts are Joint - With Right of Survivorship and not as Tenants In Common. Each owner of this account is jointly and severally liable for any transaction or item which would overdraw or adversely affect this account, including fees assessed.

**Uniform Transfer to Minors Account (UTMA):** This is a custodial account set up to receive a monetary gift made to a minor. Only the custodian may transact business. The minor may not withdraw from the account. The UTMA gift is irrevocable and neither the donor nor the custodian has the right to recover and/or make use of the funds other than for the benefit of the minor. For this purpose a minor is an individual under age twenty-one (21).

**Revocable Trust or Payable-On-Death Account:** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if:

- 1) All persons creating the account die, and
- 2) The beneficiary is then living.

If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account equally, without right of survivorship. The person(s) creating either of these account types reserves the right to:

- 1) Change beneficiaries,
- 2) Change account types, and
- 3) Withdraw all or part of the deposit at any time.

**Corporate, Partnership, and other Organizational Accounts:** We will usually require a separate authorization form designating the person permitted and conditions required for withdrawals from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

**Fiduciary Account:** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**POWER OF ATTORNEY:** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**Amendments and Termination:** From time to time we may amend any item of this agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. We may also close this account at any time upon reasonable notice to you and tender the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**Insurance:** Member accounts are insured to \$250,000 by the National Credit Union Administration, a U.S. Government agency. Individual Retirement Accounts (IRA) are insured to \$250,000 by the National Credit Union Administration. Ask for further explanation on how accounts may be structured to obtain additional NCUA insurance coverage.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT:** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY:** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

---

## Privacy Statement

---

VIBRANT is committed to offering financial products and services that allow you to reach your financial goals. You provide important information about yourself to a variety of businesses and organizations. In fact, when you do business with VIBRANT CREDIT UNION, you're asked to provide us with personal information. This information is important because it helps us get a better picture of your needs, improve our service to you, and complete your transactions more effectively. Please see our separate privacy notice disclosure at [VIBRANT CREDIT UNION.org/privacy](http://VIBRANTCREDITUNION.org/privacy) for more information.

---

## Electronic Funds Disclosure

---

### ATM Card Agreement, CheckCard, Online Banking Agreement, Preauthorized Debits and Credits and Electronic Check Conversion

The Federal Electronic Transfer Act and Regulation E require VIBRANT CREDIT UNION to give you certain information concerning transactions which take place by means of electronics and result in a deposit to or a withdrawal from any one or more of your savings and/or checking accounts at VIBRANT CREDIT UNION.

The Electronic Signatures in Global and National Commerce Act was enacted June 30, 2000, to ensure that electronic signatures and records have the same legal validity and enforceability as paper records and handwritten signatures.

### Electronic Funds Transfer Services: Preauthorized Debit and Credits

VIBRANT CREDIT UNION may receive regular electronic transfers of funds to your savings and checking account(s). In addition, you may contract with a third party to transfer funds via Automated Clearing House from your VIBRANT savings and checking account to a third party. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 309-796-7500 or toll-free 1-800-323-5109 or log into your online banking account to find out whether or not the deposit has been made.

### Disclosure of Types of Preauthorized Credits and Debits Available

You may receive the following deposits to your saving or checking accounts. Examples of preauthorized credits are:

- Direct deposit of you Social Security benefits
- Direct deposit of all or part of your payroll from your employer.
- Direct deposit of your annuity, pension benefits, military payments.
- Direct deposit of tax refund.

You may make an arrangement for preauthorized automatic payments to be withdrawn from your savings or checking account. Examples of preauthorized payments are:

- Insurance premiums
- Athletic clubs
- Monthly mortgage payments
- Gas and Electric Bills
- Investments

### Electronic transactions not allowed

In accordance with Federal regulations, VIBRANT will not permit its business members to use credit union accounts for the purpose of illegal Internet gambling. Attempted transactions will be blocked, and repeated attempts may result in account closure.

### Electronic Check Conversion

If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. The member authorizes the electronic transaction through the merchant; either

expressly in writing or the authorization is implied by a sign posted at the merchant that the conversion will occur. These are electronic funds transfers and are subject to Regulation E.

**ATM Card/VIBRANT CheckCard (also known as VIBRANT Debit Card):** You may use your VIBRANT CheckCard at Point-of-Sale (POS) terminals to make purchases or pay for services. (POS transaction post to checking accounts only) You may use your ATM card or VIBRANT CheckCard to get cash from your saving or checking account at an automated machine of VIBRANT, Shazam, Cirrus and such other machines or facilities as VIBRANT may designate from time-to-time. The VIBRANT CheckCard may not be used for illegal transactions. Depending on the type of card we decide to offer you, you may use your ATM or VIBRANT Check Card to:

- Deposit to your checking or regular savings accounts (Acct ID 00).
- Withdraw cash from your checking or regular savings accounts (Account ID 00).
- Transfer between your checking and regular savings accounts (Account ID 00).
- Inquire about your checking and regular savings accounts (Account ID 00).
- Pay for purchases at places that have agreed to accept the Check Card and your Personal identification number at point-of-sale terminals (POS). POS transactions post only to checking accounts.
- You may use your VIBRANT CheckCard to pay for goods and services at any merchant accepting credit cards. The dollar amount of all signature based purchases is held in your checking account until the amount clears your account or three (3) days whichever comes first. Funds held are unavailable for withdrawals or paying checks from your transaction account encoded on the card.
- If your loan(s) are delinquent forty-five (45) days or more you will only be permitted to transfer money to your loan(s).

**Eligibility:** A member must be eighteen (18) years of age to obtain an Automated Teller Machine (ATM) Card or a VIBRANT CheckCard (Debit card) for their account. If a member is under eighteen (18), a parent or legal guardian must sign as joint owner.

**Right to Stop Payment or Right to Rescind Electronic Fund Transfer Authorization:** If you have authorized a third party to make automatic debits from your account, or if you have authorized any regular payments to be deducted from your account by means of an automatic debit, you can stop any of these payments by notifying us 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 will require you to put your request in writing. You may request a one-time stop payment or a permanent cancellation of your electronic funds transfer. A fee is charged for each stop payment or revoked authorization. See the Fee Schedule (page 8) for a complete listing of all service charges. If you do order us to stop one of these payments and we do not do so, we will be liable for your damages.

**Provisional Payments:** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Varying Amounts:** If the regular payments vary in amount, the designated 'payee' or financial institution should tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**Choice of Law:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Illinois as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**Business Days:** Our business days are Monday through Friday. Holidays are not included.

#### **Right to Receive Documentation:**

- Terminal transfers. You will receive a receipt at the time you make any transfer to or from your account using any approved Automated Teller Machine. You will receive a receipt on Point of Sale purchases over \$15.00.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (309)-796-7500 or toll-free 1-800-323-5109 to find out whether or not the deposit has been made.
- 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.)
- Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so.

**Liability Disclosure:** If you believe your ATM card, ATM PIN, CheckCard, CheckCard PIN or Online Banking/mobile/remote deposit/BillPay password have been lost, stolen or that someone has used it or may use it to transfer money from your account without your permission, you must tell us at once. Telephoning is the best way to keep your losses down. Our telephone number is: (309) 796-7500 or toll-free 1-800-323-5109. Or you may write to us at: P.O. Box 1550, Moline, IL 61266-1550 or e-mail us at [info@vibrantcreditunion.org](mailto:info@vibrantcreditunion.org).

If a transaction is made with your CheckCard or CheckCard number without your permission, and is either a CheckCard or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or CheckCard. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions that are not CheckCard or Interlink transactions, for transactions at ATMs, or if you were grossly negligent in the handling of your account or CheckCard. If liability does not fall under unauthorized use within Regulation E rules apply.

You could lose all of the money in your account, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card without your permission. If you do not tell us within two (2) business days after you have learned of the loss or theft of your ATM card, Check Card, CheckCard PIN or Online Banking/mobile/remote deposit/BillPay PIN and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, 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 sixty (60) days after the statement was mailed to you, you may not get back any of the money that you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as vacation or a hospital stay, kept you from telling us, we may extend the time period.

**Error Resolution Procedure:** In case of errors or questions about your Electronic Funds Transfer notify us as soon as you can, telephone us at (309) 796-7500 or toll-free 1-800-323-5109. Or write to:

**Vibrant Credit Union**  
P.O. Box 1550  
Moline, IL 61266-1550  
e-mail [info@vibrantcreditunion.org](mailto:info@vibrantcreditunion.org)

We must hear from you no later than sixty (60) days after we send you the first statement on which the error appeared.

- Tell us your name and account number.
- Describe the error or transfer that you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more information, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for, the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it

within ten (10) business days, we may not credit your account. If the error you assert is an unauthorized CheckCard transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

### Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

- If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
- To a consumer reporting agency for quality assurance survey/research purposes only, or
- In order to comply with a governmental agency or court orders, or
- If you give us your written permission.

**Liability for Failure to Make Transfers:** If we do not properly complete a transfer to or from your account according to our agreement with you, and if you have followed the correct procedure for such a transfer, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable:

- If, through no fault of ours, your account does not contain enough money to make the transfer.
- If any approved network Automated Teller Machine where you are making the transfer does not have enough cash.
- If any approved network Automated Teller Machine was not working properly, and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the Automated Teller Machine is closed or shut off for maintenance.
- If funds in your account are pledged for a share secured loan or are otherwise not available.
- If the money in your account is subject to legal process or other claim.
- If there are other exceptions as established by the credit union.
- If the transfer would go over the credit limit on your overdraft protection.

**Limitations on Transactions:** Cash withdrawals from Automated Teller Machines by ATM or CheckCards are limited to a maximum of \$300 per day for our members without a VIBRANT Checking account. For our members with a VIBRANT Checking account, cash withdrawals from automated teller machines by ATM or CheckCards are limited to a maximum of \$500 per day. If this limit is changed, you will be notified. You may use the VIBRANT CheckCard to make purchases or pay for services at Point-of-Sale terminals and merchants. Total transactions may not exceed \$1,000 per day for Point-of-Sale (entering your PIN number) purchases and \$1,000 per day for signature based transactions using a CheckCard.

**Fees on Transactions:** ATM and VIBRANT CheckCard transactions performed at machines owned by VIBRANT will be free of charge.

ATM cash withdrawals, inquiries and transfers performed at machines not owned by VIBRANT will incur a transaction fee. Deposits, Point-of-Sale withdrawals will not be assessed a service fee. The fee will be assessed to the account on which the transaction occurred. It will post to your account as a separate entry immediately following the transaction. In the event there are non-sufficient funds available for a withdrawal, however, there are funds available to transfer from another account; we will do so assessing a transfer fee. If, on your checking account, funds are available on Courtesy Pay your withdrawal may be made with a Courtesy Pay fee assess. See the Fee Schedule (page 7) for current

fees. Because of recent legislation (Regulation E) VIBRANT is required to have all members opt-in to have access to Courtesy Pay on their debit and ATM card transactions. We will no longer authorize and pay overdrafts on these transactions beginning July 1, 2010, unless you ask us to. You have the right to revoke this authorization at any time.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Account Crediting Procedure:** Because of the servicing schedule and processing time required in Automated Teller Machine and CheckCard operations, there may be a delay between the time a transaction takes place and when it's credited or debited to your account. The date that a transaction is credited or debited to your account is known as the posting date. For dividend calculation and any other purpose or dispute, the posting date will be the controlling effective date of any transaction.

**Transactions:** All transactions completed with your ATM PIN or CheckCard PIN at any approved Automated Teller Machine or Point-of-Sale will post to the account the transaction occurred instantaneously. There is no delay between the time a PIN based transaction occurs and when it is posted to your account. However, the dollar amount of all signature based purchases is held in your checking account until the amount clears your account or three (3) days whichever comes first. Funds held are unavailable for withdrawals or paying checks from your transaction account encoded on the card.

**Balance Information:** Balance information is available through many ATMs. The balance you receive is the available balance in your account. Outstanding checks or signature based purchases may not be reflected in the balance given at any ATM.

**ATM Deposits:** Deposits may be made at any VIBRANT ATM machine offering the deposit transaction option. All deposits are subject to verification. The first \$200 of your initial deposit (cash or checks) made at any Automated Teller Machines (ATM) will be available on the business day you make the deposit. Our general policy is to make the rest of the deposit(s) available on the next business day, however, funds may not be available until the second business day after the day your deposit and may be held as long as seven (7) business days after the day of your deposit.

**Foreign Transactions:** Purchases, credit vouchers and cash disbursements made through Visa, Visa PLUS, and Interlink in foreign countries and foreign currencies will be billed to you in U.S. dollars. The current exchange rate for international transactions will be a rate selected by VISA from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives or government-mandated rate in effect for the applicable processing date. VIBRANT has the right to charge a 1% International Service Assessment (ISA) fee required by Visa on all international transaction.

### You Agree:

- To abide by the rules and regulations, as amended, of VIBRANT relating to the use of your ATM and CheckCard. These rules and regulations are binding upon you.
- That the ATM card and CheckCard is the property of VIBRANT and will be delivered to us immediately upon request.
- That VIBRANT may follow all instructions given to the Automated Teller Machines.
- That the ATM and CheckCard Personal Identification Numbers (PINs) issued to you for your security are confidential and should not be disclosed to third parties or recorded in your wallet or on your ATM card. If the account is a joint account, you may authorize the joint member to use your PIN to access your account. This authorization, if given, shall be at your risk and liability.
- That you may choose your own ATM PIN. If however, you do not choose one, the Credit Union will assign one for you. A PIN will be issued for your CheckCard by VIBRANT, however, you may change/update your PIN by visiting any branch of VIBRANT or calling 1-877-746-6746 to update your PIN.
- If the Credit Union suffers a loss from your use of your CheckCard or ATM card, we will report such loss to the credit bureau and possibly to the Police.
- If your checking account is closed due to excessive Non-Sufficient Funds (NSF) activity, your CheckCard or ATM card may be captured and privileges revoked.

- If you close your account or no longer want ATM service or the CheckCard, you must surrender your card immediately.
- Your ATM or CheckCard will be closed following one year of inactivity.

#### **Termination and Notification:**

- The use of the ATM and the CheckCard card may be terminated or restricted by VIBRANT at any time without notice.
- You may terminate this agreement at any time by giving written notice hereof and returning to the Credit Union all cards issued to you in connection with this agreement. Termination of service will be effective the first business day following receipt of your written notice.
- All notices from VIBRANT will be effective when we have mailed or delivered them to your last known address in our records. Notices from you will be effective when received by the Credit Union at the address specified on this agreement. The Credit Union reserves the right to change the terms and conditions upon which these services are offered. The Credit Union will mail notices to you at least thirty (30) days before the effective date of any such change.

---

### **Funds Availability Policy**

---

Our general policy on transaction accounts such as checking accounts is to make funds from your cash and check deposits available to you on the day we receive your deposit. This includes electronic direct deposits. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks you have written.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and Federal Holidays. If you make a deposit before 5:00 pm 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 5:00 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Longer Delays May Apply:** In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. Depending on the check that you deposit, funds may not be available until the second business day after the day of your deposit and may be held for as long as seven (7) business days after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all of the funds from your deposit available on the business day of your deposit, 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 a notice by the day after we receive your deposit.

If you will need funds from a deposit right away, you should ask when the funds will be available.

In addition, 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have repeatedly overdrawn your account in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

**Deposits at Automated Teller Machines:** The first \$200 of your initial deposit (cash or checks) made at any VIBRANT owned Automated Teller Machines (ATM) will be available on the business day you make the deposit. Our general policy is to make the rest of the deposit(s) available on the next business day, however, funds may not be available until the second business day after the day of your deposit and may be held as long as seven business days after the day of your deposit.

**Deposits may be made at nonproprietary ATM:** machine owned and operated by other financial institutions, offering the deposit option. All deposits are subject to verification. The first \$200 of your initial deposit (cash or checks) made at any Automated Teller Machines (ATM) will be available

on the business day you make the deposit. Our general policy is to place a five (5) business day hold on the rest of the deposit, however, funds may be held as long as seven (7) business days after the day of your deposit. Visit [vibrantcreditunion.org/locations](http://vibrantcreditunion.org/locations) for VIBRANT machines locations.

Availability of funds will be \$300 per day at network or VIBRANT owned ATM machines. Members with a VIBRANT checking account availability of funds is \$500 per day.

**Special Rules for New Transaction Accounts:** If you are a new member, the following special rules will apply the first thirty (30) days your transaction account such as a checking account is open. Funds from electronic deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of cashier's checks, 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 \$5,000 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 \$5,000 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.

We welcome further questions that you may have regarding the availability of your deposited funds.

---

### **Truth in Savings Disclosure**

---

**Rate Information:** The interest rate, dividend rate, and APY on your accounts are disclosed on our current rate sheet. Dividend rates and APY may change as determined by the Board of Directors, however, the interest rate and APY are fixed for most certificates and IRA certificates and will be in effect for the term of the certificate. The APY is based on an assumption that interest/dividends will remain on deposit for one (1) year or until maturity.

**Nature of Dividends:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of your statement cycle.

**Compounding and Crediting:** Dividends will be compounded and credited monthly per statement cycle. If an account is closed prior to the end of the statement cycle any dividends will be forfeited. Dividends will begin to accrue on the business day that you deposit any non-cash items (checks). This applies to any account that has the dividend feature.

**Balance Information:** The minimum balance required to open an account is stated below by account type. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the dividend period.

**Transaction Limitations:** You may make up to six (6) pre-authorized, automatic, telephone, or Online Banking transfers between your own, non-transaction (savings and money market) accounts or to a third party's account during a calendar month. If a transfer exceeds six (6), we may refuse, reverse, and/or assess excess transaction fees and may close your account. Health Savings Accounts are exempt from this restriction.

**Savings Accounts:** A deposit of \$5 is the minimum opening deposit to establish your membership at VIBRANT. This is a variable rate account. The dividend rate and the annual percentage yield may change at any time as determined by the Board of Directors. This is a Tiered-Rate Account.

**CashBack Checking Account:** To open this account you must have an initial deposit of \$5 in your regular savings account. A deposit in the amount equal to or greater than the cost of the original imprinted check order is also required to open a checking account. No dividends are paid on CashBack Checking.

**Checking Rewards:** To open this account you must have a minimum balance of \$5 in a regular savings account. A minimum deposit of \$2,500 is required to open the Checking Rewards Account. You must have an average daily statement balance of \$2,500 to avoid the Average Balance Fee of \$10. Dividends are paid on this account based on the average daily statement balance during the dividend period. No dividends are paid if the average daily balance during the dividend period is less than \$1,000. This is a variable rate account. The dividend rate and

the annual percentage yield may change at any time as determined by the Board of Directors. This is a Tiered-Rate Account.

**This section applies to CashBack Checking and CheckingRewards only:**

**Payment of Checks:** Only checks and other methods approved by the Credit Union may be used to make withdrawals from this account. The Credit Union is under no obligation to pay a check that exceeds the fully paid and collected balance in the account. The Credit Union may pay a check on whatever day it is presented for payment, notwithstanding the date (or limitation on the time presented for payment) appearing on the check. Transactions may not be processed in the order they occurred. Checks clear your account largest dollar amount to smallest dollar amount.

**Eligibility:** A member must be eighteen (18) years of age to have a checking account in his/her own name. At age sixteen (16), a member may have a checking account, provided a parent or legal guardian is signed as joint owner.

**Overdraft Coverage:** In the event you write a check, make an ATM withdrawal, or withdraw by other electronic means, as applicable, which results in the checking account being overdrawn, the Credit Union will attempt to honor the transaction via the following methods, in this order:

- **Automatic Transfer:** The Credit Union will automatically transfer funds from the member's savings accounts. Funds will be transferred in the amount of the resulting overdraft, plus a service charge, from any other savings type or any other savings or checking account from which the member is then eligible to withdraw. See the Fee Schedule (page 7) for a complete listing of fees charged by VIBRANT.
- **SafeDraft Overdraft Protection:** For those members who have applied and been approved for SafeDraft Overdraft Protection, the Credit Union will automatically transfer from your credit card account in multiples of \$100, as required, up to the line of credit established on your VIBRANT credit card account plus a service charge. See the Fee Schedule (page 7) for a complete listing of all fees. Transfers will not be made if your credit card account is over limit or contractually past due. A finance charge will be assessed on the same basis as any other credit card cash advance in accordance with the credit card agreement.

Courtesy Pay Overdraft Protection is an additional overdraft protection program available to all Checking Account members. There is a sixty (60) day waiting period before Courtesy Pay is available on all new and re-opened checking accounts. Courtesy Pay automatically covers checks and recurring electronic payments that overdraw your checking account. Each time Courtesy pay is activated to cover a check or recurring electronic payment, the items are paid instead of returned and your account goes negative.

Because of recent legislation (Regulation E) VIBRANT is required to have all members opt-in to have access to Courtesy Pay on their debit and ATM card transactions. We will no longer authorize and pay overdrafts on these transactions beginning July 1, 2010, unless you ask us to. You have the right to revoke this authorization at any time.

Once Courtesy Pay is activated, the items are paid instead of returned and your account goes negative. It is your responsibility to correct any balance deficiency as quickly as possible. Negative accounts have a grace period of seven (7) days to bring the overdrawn account to a positive balance. If the account remains at a negative balance at the end of the seven (7) day grace period, an additional negative account fee of \$20 will be assessed. If the account remains at a negative balance at the end of thirty (30) days, our normal collection process begins.

**Courtesy Pay Limits**

- \$500 CashBack Checking
- \$400 EZ Route Student Checking
- \$1500 Checking Rewards

Fees charged for covering overdrafts, as well as the amount of the overdraft item, will be subtracted from any overdraft protection limit disclosed.

**Cancellation/Termination:** A member can opt out of Courtesy Pay at any time. However, there are cases when it may be cancelled at the credit union's discretion.

**Limitations:** Available to individually owned checking accounts in good standing for personal or household use. VIBRANT reserves the right to limit participation to one account per household and to discontinue this product at any time.

If sufficient funds are NOT in the account and an automatic transfer or SafeDraft transfer is not available or Courtesy Pay is not available, the check will be returned unpaid and an NSF fee will be assessed. NSF activity constitutes grounds for closing a checking account.

**Monthly Statements:** You will receive a descriptive statement of your checking account for each month that your account is active. This statement will itemize all deposits and checks (including check number) presented during the month. Any discrepancies must be reported to the Credit Union within sixty (60) days of the statement mailing.

**Business Checking:** You may have a Business Checking Account as long as you maintain the required balance of \$5 in the business Savings Account. A Business Account is an account held in a non-natural person's name. Trust Accounts, Estate Accounts and Not-For-Profit Accounts are not considered Business Accounts. A deposit in the amount equal to or greater than the cost of the original imprinted check order is required to open the Business Checking Account. Checks made payable to a non-natural person will be considered Business Accounts. Deposits made to a Business Account after 2:00 p.m. may not be processed until the following business day. The Business Checking Account may have service charges. See VIBRANT's business fee schedule at [vibrantcreditunion.org/fees](http://vibrantcreditunion.org/fees) for details.

**Money Market and Super Savings Account:** You may have a Money Market/Super Savings Account under your primary account number as long as you have the minimum required balance of \$5 in your Regular Savings Account. This is a variable rate account. The rate and annual percentage yield may change at any time as determined by the Board of Directors. This is a Tiered-Rate Account. During any statement cycle, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction.

**Health Savings Account:** A Health Savings Account (HSA) is a tax-deductible savings account with tax-free withdrawals for qualified medical expenses. You may have a Health Savings Account under your primary account number as long as you have the minimum required balance of \$5 in your Regular Savings Account. In addition to the savings account, a checking account will be opened and a debit card will be issued.

**Eligibility:** To make contributions to an HSA the account owner must meet all of the following requirements:

- Must be covered under a High Deductible Health Plan\* (HDHP)
- Is not covered by any other health plan that is not a HDHP
- Is not enrolled in Medicare
- Cannot be claimed as a dependent on another person's tax return
- Are less than sixty-five (65) years old. Individuals may not make regular contributions to an HSA in or after the tax year they reach age sixty-five (65).

This is a variable rate account. The dividend rate and the annual percentage yield may change at any time as determined by the Board of Directors. This is a Tiered-Rate Account. Health Savings Accounts are subject to IRS rules and regulations. Please refer to IRS Publication 969 for further detail.

**Dormant Account:** An account at VIBRANT is determined to be dormant if (1) No loan/share activity for one year (2) Account balance is less than \$500 (3) Account owner is 19 or older. If an account meets these criteria it could be subject to a dormant account fee (refer to the VIBRANT fee schedule). Once the account reaches a zero balance it will be closed.

**Certificate Accounts:** You will be paid the disclosed dividend rate and annual percentage yield until the maturity of the certificate. This is a fixed rate account. Dividends begin to accrue on the business day you deposit any noncash items (e.g., checks). Members may receive a higher rate of dividend on their certificate depending on their relationship with the credit union. The Board of Directors determines rates for Certificate accounts.

- **Compounding and Crediting:** Dividends will be compounded and credited at a frequency determined by you, either monthly, quarterly, semi-annually, or annually. Dividends are posted at the end of the month, quarter, semi-annually on June 30<sup>th</sup> and December 31<sup>st</sup>, or at the end of the year.
- **Early Withdrawal Penalty:** If your Certificate account is withdrawn prior to maturity, you will be charged a penalty of all interest on the entire amount of the Certificate. No penalty will be imposed if the withdrawal is due to the death of any owner or any owner is judged legally incompetent.

- **Renewal Policy:** Your certificate account will automatically renew at maturity for the same term at the dividend rate in effect on the maturity date. A seven (7) day grace period follows the maturity of this account if all the funds are re-invested in a certificate. If all funds are not re-invested within seven (7) business days, no interest will be paid on the matured funds.
- **Bump Feature:** During the term of this certificate, you may request that VIBRANT raise your rate to the current VIBRANT published rate on the 40-month certificate. You will then earn that higher rate for the remainder of the term of the certificate. You may only exercise this feature one time during the term of your certificate. Promotional rates made available in special offers are excluded. When the Bump certificate matures, it will be renewable to a thirty-six (36) month term.
- **Add On Feature:** Regular deposits and/or payroll deduction installments of \$5 or more may be added to this certificate.

**IRA Accounts:** You may have an IRA account with VIBRANT as long as you have the minimum \$5 balance in your regular savings. An IRA account can be a savings, money market, or certificate account. IRA transactions are subject to IRS rules and regulations. Please see your IRA account agreement for details.

### Notice of Expulsion Policy

VIBRANT, in the interest of protecting the assets of the Credit Union and maximizing dividends to members, has adopted the following policy. The policy provides for expulsion of members who have caused a loss to the Credit Union. Expulsion may result, upon Board action, in the situations described below.

**Expulsion Criteria:** Member-caused loss that may subject the member to expulsion action by the Board of Directors includes your failure to pay amounts due under a loan. "Amounts due" includes, without limitation:

- Principal
- Interest
- Fees and charges
- Financed insurance premiums
- Collection agency charges or attorney's fees incurred in collecting amounts due under a note or guarantee
- Repossessing and liquidating fees of collateral under a security agreement, or in obtaining a deficiency judgment.
- Member's failure to provide collected funds to cover share account withdrawals or to cover personal checks.
- Member's failure to provide collected funds to cover credit union drafts purchased by the member.
- Member's failure to pay fees or charges due the credit union for any reason.

**Credit Reporting:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## Fee Schedule

### Checking Account Monthly Fees

CashBack Checking	FREE
Checking Rewards Average Balance Fee	\$10
If average daily balance during dividend period is less than \$2,500.	

### Copy of Check

via Online Banking	FREE
via Fax	\$5
Printed Checks	Varies

### Remote Deposit

After ninety (90) Days of Inactivity	\$5/month
--------------------------------------	-----------

### Stop Payment

via Online Banking	\$15
by Staff	\$25
Cancellation	\$10
Corporate Check or Money Order	\$25
BillPay Stop Payment	\$25

### Transfer Fees

SafeDraft Transfer	\$5
Savings/Checking	\$5

### Account Maintenance

Account Closing within ninety (90) Days of Opening	\$5
Account Research/Reconciliation	\$20/hour
Change of Address And You Fail to Notify VIBRANT	\$5
Copy of Statement or Receipt	\$5
Dormant Fee	\$10
Garnishment of Account	\$15
Item Presented Returned Unpaid	\$10

### ATM/Visa CheckCard

Overdrawn/NSF & Courtesy Pay	\$29/each
Created by checks, in-person withdrawals, ATM withdrawals or by other electronic means.	
Negative Account Fee After Seven (7) Day Grace Period	\$20
Remake ATM Card	\$10
Remake CheckCard	\$10
Re-Encoding	FREE

### Withdrawal, Balance Inquiry or Transfer Fee

VIBRANT ATM	FREE
ATM Fee at non-VIBRANT ATM	\$.50/each
Hot Card-Revoked Privileges	\$5

### Miscellaneous

Corporate Check Withdrawal	\$3/each
Money Orders	\$3/each
Money Order Photo Copy	\$5/each
New Horizons Money Orders	\$2/each
Single Service Check Cashing Fee	\$5/check

### Wire Transfer

Domestic Wire/Western Union	\$20
Foreign Wire	\$45