

Northeast Credit Union Combined Disclosure Agreement

Truth in Savings Disclosure

Funds Availability Policy

Electronic Funds Transfer Disclosure

Cash Card/Check Cardholder and

Telephone Audio Response Agreement and

Online Banking & Bill Pay Internet Access Agreement



TRUTH-IN-SAVINGS DISCLOSURE FOR PERSONAL SAVINGS & TRANSACTION ACCOUNTS

For Regular Share Savings Account, Holiday Club Account, Special Purpose Accounts, Escrow Account, MyFundsSM, Student Savings, Silver LiningSM, Member's Choice Money Market Account, IRA Share Account and all checking accounts.

Except as specifically described in the Account Rate Schedule and Fee Schedule the following disclosures apply to all of the accounts.

1. **Rate Information:** The Dividend Rate and Annual Percentage Yield on your accounts are set forth on the Account Rate Schedule. The Dividend Rate and Annual Percentage Yield may change at the discretion of the Board of Directors.
2. **Nature of Dividends:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The Dividend Rate and Annual Percentage Yield are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.
3. **Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. For this account type, the dividend period is monthly, for example: The beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the date the dividend is paid, and for the example is January 31. If you close your account before dividends are credited, you will receive accrued dividends.
4. **Minimum Balance Requirements:** The minimum balance to open your account and any required minimum to avoid a service fee is set forth in the Account Rate Schedule. If a paid item or other debit causes the account balance to fall below the minimum, your account will be subject to the service fee set forth in the Fee Schedule. No dividend is earned unless stated otherwise in the Account Rate Schedule.
5. **Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day.
6. **Accrual of Dividends:** Dividends begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.
7. **Fees and Charges:** Fees and charges may be assessed against your account as set forth in the Fee Schedule.
8. **Transaction Limitations:** Account limitations are set forth in the Account Rate Schedule and the EFT Disclosure. During a calendar month period, you may not make more than six withdrawals or transfers to another credit union account or another financial institution by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. There are no transaction limitations on checking accounts. Transaction limitations only apply to certain electronic transactions on share savings (regular shares, holiday club, special purpose, Silver LiningSM, MyFundsSM and money market accounts).
9. **Illegal Transactions –** You agree that you will not cause or allow your NECU account (including using checks, ACH, Electronic Funds Transfer, VISA Credit or Debit cards) to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction.
10. **Bylaw Requirements:** The shareholdings of a member who fails to complete payment of one share within 6 months of his admission to membership, or within 6 months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 6 months of the reduction, may be absorbed by a late charge upon authorization of the board. The Credit Union reserves the right, at any time, to require members to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them except for those amounts paid into checking accounts. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to a member's account. No member may withdraw shareholdings that are pledged as required security on loans without written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings except for those amounts paid into checking accounts below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written approval of the credit committee or loan officer.
11. **Par Value of Shares; Dividend Period:** The par value of a regular share in this Credit Union is \$5.00. The dividend period of the Credit Union is monthly.
12. **National Credit Union Share Insurance Fund:** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
13. **Other Terms and Conditions:** This Truth-In-Savings Disclosure is a supplement to the Share Account Agreement as well as the Account Rate Schedule and Fee Schedule, Electronic Fund Transfer Disclosure and our Funds Availability Disclosure and Policy.

Disclosures for Share Certificate Accounts

1. **Rate Information:** The Dividend Rate and Annual Percentage Yield on your certificate is set forth on the Account Rate Schedule. If our rates go up within 10 days from the date you open your Certificate, we will automatically bump your Certificate to that higher rate and notify you of the change.
2. **Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. If you close your certificate account before dividends are credited, you will receive accrued dividends.
3. **Minimum Balance Requirements:** The minimum balance to open your account is set forth on the Account Rate Schedule.
4. **Balance Computation Method:** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.

5. Accrual of Dividends: Dividends begin to accrue on the business day you deposit noncash items (e.g. checks or drafts) to your account.
6. Fees and Charges: Fees and charges may be assessed against your account as set forth in the Fee Schedule.
7. Transaction Limitations: Additional Deposits: After the account is opened you may make additional deposits of \$250.00 or more. The maximum in additional deposits is limited to the initial investment. For payroll deducted IRA Certificates with no minimum balance requirement, the maximum annual add-on is the maximum allowed by federal law. *Withdrawal Limitations:* Credited dividends may be withdrawn without penalty. *Bump Option:* During the term of the certificate and in addition to any “automatic bump” described under Rate Information, the member has a one-time option to renegotiate the account at a higher rate should rates rise. Once renegotiated, the certificate account remains at the renegotiated rate until maturity.
8. Maturity Date for Share Certificates: The maturity date is set forth on the Share Certificate printed at time of account opening.
9. Early Withdrawal Penalties: We may impose a penalty if you withdraw any of the funds before the maturity date. The penalty will equal the lesser of earned dividends or 30 days dividends on the amount withdrawn if the term of the certificate is one year or less. The penalty for all other accounts will equal the lesser of earned dividends or 90 days dividends on the amount withdrawn. The penalty does not apply to early withdrawals subsequent to death of any owner; withdrawal after the close of the dividend period in which the owner’s credit union membership was terminated under the bylaws; and withdrawal as a result of liquidation of the credit union. *Withdrawal of Dividends Prior to Maturity:* The Annual Percentage Yield is based on an assumption the dividends will remain in the account until maturity. A withdrawal will reduce earnings.
10. Renewal Policies: Your share certificate account will automatically renew at maturity, unless otherwise stated when certificate is opened. You will have a grace period of 10 business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. Dividends earned on funds withdrawn during this grace period would be based on the then current regular share rate.
11. Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.
5. Fees and Charges: Fees and charges may be assessed against your account as set forth in the Fee Schedule.
6. Account Qualification for MyFunds: Members between the ages of 0-13 are eligible for the MyFunds Share Account.
7. Account Qualification for Student Savings: Members between the ages of 14-22 are eligible for the Student Savings Share Account.
8. Account Conversion for MyFunds: At the end of the month of the member’s 13th birthday, the account will automatically convert to a Student Savings Share Account at the Student’s Savings share rate at the time of conversion.
9. Account Conversion for Student Savings: At the end of the month of the member’s 23rd birthday, the account will automatically convert to a Regular Share Account at the regular share rate at the time of conversion. Student Savings Share Accounts may be extended with a commitment letter from their college/university or graduate school.
10. One MyFunds Share Account or Student Savings Account per primary Social Security Number – based on eligibility.

FUNDS AVAILABILITY POLICY FOR PERSONAL AND BUSINESS ACCOUNTS

Our policy is to give same day availability, or to delay the availability of funds that you deposit in your account depending on the type of item that is deposited. During the delay, members may not withdraw 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 before we close on a business day that we are open or on a Saturday 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 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 on the next page.

Same-Day Availability: Funds from the following deposits are available on the same business day of the day of your deposit unless the check falls into an exception category:

- US Treasury checks that are payable to you
- Employer sponsor group (SEG) business checks that are payable to you
- Payroll Checks from local known businesses that are payable to you
- Wire transfers, including pre-authorized credits such as social security benefits and payroll payments
- Checks drawn on NECU that are payable to you
- Cash
- State & local government checks that are payable to you
- Cashiers, certified, and tellers checks, money orders, travelers checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan bank checks and postal money orders, if these items are payable to you
- Insurance checks (auto, home, disability, medical) that are payable to you

DISCLOSURES FOR MYFUNDS AND STUDENT SAVINGS ACCOUNTS

1. Rate Information: The Dividend Rate and Annual Percentage Yield on your account are set forth on the Account Rate Schedule.
2. Compounding and Crediting: Dividends will be compounded monthly and will be credited monthly. If you close your account before dividends are credited, you will receive accrued dividends.
3. Minimum Balance Requirements: The minimum balance to open your account is set forth on the Account Rate Schedule.
4. Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.

- Official Checks from 401K and mutual fund companies that are payable to you
- Workman's Compensation checks that are payable to you
- Escrow Checks from sale of real estate that are payable to you

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 on a day we are not open, we will consider that the deposit was made on the next business day we are open. Length of delay varies depending on the type of deposit. Other Check Deposits. Northeast (NECU) has added all 50 states to our local check hold policy, shortening the standard hold for all checks to 2 business days. This applies to all Northeast checking accounts opened over 30 days. Longer holds may apply to new accounts (30 days or newer).¹

Checks. Our policy is to make funds from these checks available as follows: The first \$500 from a deposit of checks will be available on the same day of your deposit. The remaining funds will be available on the 2nd business day following the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$500 of the deposit is available on Monday. The remaining \$200 is available on Wednesday.

Longer Delays May Apply: The following are circumstances that could require a longer delay:

- We believe a check being deposited will not be paid
- We receive a notice from the paying bank that a check was not paid and is being returned to the depository bank
- We receive information from the paying bank, prior to the presentment of the check that gives us reasonable cause to believe that the check is non-collectable
- A member has repeatedly overdrawn their 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.

Completion of Notice of Delayed Availability Notice must be completed at the time of the transaction.

Large Deposit Exceptions in Excess of \$5,000: An extended hold applies to the amount in excess of \$5,000. The first \$500 will be available on the day of the deposit. The remaining \$4,500 would be available on the 2nd business day and any excess of the \$5,000 will be available on the 3rd business day following the day of the deposit. Exceptions may apply.

Example: Check in the amount of \$12,000 deposited on Monday

- \$500 available on the day of the deposit
- \$4,500 available on the 2nd business day following the day of the deposit
- \$7,000 available on the 3rd business day following the day of the deposit

Holds On Other Funds (Check Cashing): If we cash a check for you that is drawn on another bank or credit union, we may withhold the

availability of a corresponding amount of funds that are already in your account or funds that you have on deposit in another account with us. Those funds will be available at the time funds from that check we cashed would have been available if you had deposited it.

Check cashing requires corresponding funds availability in any account type, or certificate held by the member. A hold may be at discretion of supervisor.

Holds On Other Funds (other account): If we accept for deposit a check that is drawn on another bank or credit union, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described previously for the type of check that is deposited.

Deposits at ATMs: The first \$500 of a deposit at an ATM will be immediately available on the day of your deposit.¹ The remaining funds will be available on the next business day* following the day of your deposit if your deposit was by cash, NECU Employer Group payroll check, cashier's check, certified check, government check or a check drawn on NECU. Other check deposits will be available second business day following the date of the deposit. Additional restrictions may apply for third party checks, new accounts and/or deposit items with large amounts. Refer to NECU Funds Availability Policy for additional information. *Saturday, Sunday and federal holidays are not a business day.

Please visit necu.org/locations for a complete list of NECU ATM's.

¹The following special rules will apply during the first 30 days a new member account is open. The first \$200 of a day's deposits will be available on the same business day. The remaining funds will be available on the third business day following the day of deposit.

Funds from electronic direct deposits to 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 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 \$5,000 will be available on the third business day. 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 our deposit.

Deposits through Remote Deposit: Once approved for Remote Deposit, you may use the service to deposit checks into your NECU account(s). All transactions are subject to the terms of the Remote Deposit Disclosure and Agreement and this policy. If you make a deposit through Remote Deposit before 3:30 p.m. EST on a business day, we will consider that day to be the day of your deposit. Deposits may not be immediately available, but may post to your account by the end of the business day. If you make a deposit after 3:30 p.m. EST, or on a non-business day, we will consider that the deposit was made on the following business day. The availability of the funds from a check deposited using this service will be available as set forth in this policy.

For all new accounts or new share types open, members must receive a copy of our Funds Availability Policy (contained in the combined disclosure brochure).

A SUBSTITUTE CHECK IS THE LEGAL EQUIVALENT OF AN ORIGINAL CHECK FOR ALL PURPOSES, INCLUDING ANY PROVISIONS OF ANY FEDERAL OR STATE LAW, AND FOR ALL PERSONS, IF THE SUBSTITUTE CHECK:

A. ACCURATELY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME AT WHICH THE ORIGINAL CHECK WAS TRUNCATED; AND

B. BEARS THE LEGEND: "THIS IS A LEGAL COPY OF YOUR CHECK. YOU CAN USE IT IN THE SAME WAY YOU WOULD USE THE ORIGINAL CHECK." AND

C. THE CONSUMER RECREDIT RIGHTS ESTABLISHED BY CHECK 21 APPLY WHEN A CONSUMER BELIEVES IN GOOD FAITH THAT A SUBSTITUTE CHECK WAS NOT PROPERLY CHARGED TO THE ACCOUNT OF THE CONSUMER.

SUCH RIGHTS ARE SET FORTH BELOW:

IN GENERAL: A member may make a claim for expedited recredit from the credit union with respect to a substitute check, if the member asserts in good faith that: (A) the credit union charged the member's account for a substitute check that was provided to the member; (B) either the check was not properly charged to the member's account or the member has a warranty claim with respect to such substitute check; (C) the member suffered a resulting loss; and (D) the production of the original check or a better copy of the original check is necessary to determine the validity of any claim described in subparagraph (B).

60-DAY PERIOD: Any claim with respect to a member's account may be submitted by a member before the end of the 60-day period beginning on the later of the date on which the credit union mails or delivers, by a means agreed to by the member, the periodic statement of account for such account which contains information concerning the transaction giving rise to the claim or the date on which the substitute check is made available to the consumer. The 60-day period can be extended by a reasonable amount of time due to extenuating circumstances, including extended travel or the illness of the consumer, the 60-day period shall be extended by a reasonable amount of time.

PROCEDURES FOR CLAIMS: To make a claim for an expedited recredit with respect to a substitute check, the member shall provide to the credit union: (A) a description of the claim, including an explanation of (i) why the substitute check was not properly charged to the member's account; or (ii) the warranty claim with respect to such check; (B) a statement that the consumer suffered a loss and an estimate of the amount of the loss; (C) the reason why production of the original check or a better copy of the original check is necessary to determine the validity of the charge to the member's account or the warranty claim; and (D) sufficient information to identify the substitute check and to investigate the claim. The credit union can require that the claim be submitted in writing and the credit union can permit the consumer to submit the claim electronically if the consumer has agreed to communicate with the credit union in that manner.

REREDIT TO MEMBER: CONDITIONS FOR REREDIT: The credit union shall recredit a member's account for the amount of a substitute check that was charged against the member's account if (A) the member submits a claim to the credit union with respect to that substitute check that meets the "PROCEDURES FOR CLAIMS" listed above and (B) the credit union has not (i) provided to the member the original check or a copy of the original check (including an image or a substitute check) that accurately represents all of the information on

the front and back of the original check, as of the time at which the original check was truncated; and (ii) demonstrated to the member that the substitute check was properly charged to the consumer account. TIMING OF REREDIT. In general, the credit union shall recredit the consumer's account for the amount described under "CONDITIONS FOR REREDIT" above no later than the end of the business day following the business day on which the credit union determines the consumer's claim is valid. REREDIT PENDING INVESTIGATION. If the credit union has not yet determined that the member's claim is valid before the end of the 10th business day after the business day on which the member submitted the claim, the credit union shall recredit the member's account for (i) the lesser of the amount of the substitute check that was charged against the consumer account, or \$2,500, together with interest if the account is an interest-bearing account, no later than the end of such 10th business day; and (ii) the remaining amount of the substitute check that was charged against the consumer account, if any, together with interest if the account is an interest-bearing account, not later than the 45th calendar day following the business day on which the consumer submits the claim.

AVAILABILITY OF REREDIT:

NEXT DAY AVAILABILITY. Except as provided in "SAFEGUARD EXCEPTIONS" below, a credit union that provides a recredit to a member's account shall make the recredited funds available for withdrawal by the consumer by the start of the next business day after the business day on which the financial institution recredits the consumer's account. SAFEGUARD EXCEPTIONS. The credit union may delay availability to a consumer of a recredit provided under "REREDIT PENDING INVESTIGATION" above until the start of either the business day following the business day on which the financial institution determines that the member's claim is valid or the 45th calendar day following the business day on which the member submits a claim for such recredit, whichever is earlier, in any of the following circumstances: NEW ACCOUNTS. The claim is made during the 30-day period beginning on the business day the consumer account was established.

REVERSAL OF REREDIT: The credit union may reverse a recredit to a member's account if the credit union: (1) determines that a substitute check for which the financial institution recredited the member's account was in fact properly charged to the member's account; and (2) notifies the member in accordance with "NOTICE TO CONSUMER" provisions below.

NOTICE TO CONSUMER: NOTICE IF CONSUMER CLAIM NOT VALID. If the credit union determines that a substitute check subject to the consumer's claim was in fact properly charged to the consumer's account, the credit union shall send to the consumer, no later than the business day following the business day on which the credit union makes a determination (A) the original check or a copy of the original check (including an image or a substitute check) that (i) accurately represents all of the information on the front and back of the original check (as of the time the original check was truncated); or (ii) is otherwise sufficient to determine whether or not the consumer's claim is valid; and (B) an explanation of the basis for the determination by the credit union that the substitute check was properly charged, including a statement that the member may request copies of any information or documents on which the credit union relied in making the determination. NOTICE OF REREDIT. If the credit union recredits a consumer account, the credit union shall send to the member, no later than the business day following the business day on which the credit union makes the recredit, a notice of (A) the amount of the recredit; and (B) the date the recredited funds will be available for withdrawal. NOTICE OF REVERSAL OF REREDIT. In addition to the notice required if a consumer's claim is not valid, if a financial institution

reverses a recredited amount, the financial institution shall send to the member, no later than the business day following the business day on which the credit union reverses the recredit, a notice of (A) the amount of the reversal; and (B) the date the recredit was reversed. **MODE OF DELIVERY.** Any notice described above shall be delivered by US mail or by any other means through which the member has agreed to receive account information.

OTHER CLAIMS NOT AFFECTED: Providing a recredit in accordance with this section shall not absolve the credit union from liability for a claim made under any other law, such as a claim for wrongful dishonor under the Uniform Commercial Code, or from liability for additional damages under sections 6 or 10 of Check 21.

SCOPE OF APPLICATION: These expedited recredit rights shall only apply to members who are consumers.

ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURE STATEMENT FOR PERSONAL ACCOUNTS

An electronic funds transfer is a transfer of funds other than a transaction initiated by check, draft or other similar paper instrument that is initiated through an electronic terminal, telephone or computer or magnetic tape for the purpose of ordering, instructing, or authorizing Northeast Credit Union to debit (withdraw from) or credit (deposit) to an account.

The following disclosures are made as required by the Electronic Funds Transfer Act and Regulation E issued thereunder, unless otherwise stated, the disclosures apply to both electronic funds transfer credits and debits as those terms are more particularly defined in the Act and Regulation E.

1. **Documentation of Transfer: Receipts at ATM Locations –**
A descriptive acknowledgment will be issued to you upon completion of deposit, withdrawal, payment, and intra-institutional transfer at any of our Northeast Credit Union offices, unless you choose option not to receive receipt.

Electronic Deposits – If you have arranged to have electronic deposits made to your account at least once every sixty (60) days from the same third party, you can call us at 603.436.1847 to find out whether or not the deposit has been made.

For your protection we will ask you to provide us with identifying information about your account.

Periodic Statements – You will receive a monthly account statement showing electronic funds transfers during the month unless there are no transfers in a particular month in which case you will receive an account statement at least quarterly.

2. **Your Responsibility:** If you believe an unauthorized electronic funds transfer has been made or you have any questions concerning your EFT, including whether or not the transfer has been processed, you should promptly call 603.436.1847.
3. **Business Days:** Business days are Monday through Friday, excluding holidays.
4. **Limitations on Frequency of Transfers:** You may arrange for electronic funds transfer credits and debits to or from your account. There is no limitation on the frequency or on the dollar amount of electronic funds transfers through ATM's. Through

Telephone Banking and Online Banking, you are limited to six (6) telephone or automatic transfers per month from any share type (except checking) to another share type. We may limit the number and the types of accounts to or from which we will allow EFT, Telephone Banking or Online Banking services.

5. **Service Fees:** See Fee Schedule. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. A fee may be imposed for returned ACHs.
6. **To Stop Payment of Pre-authorized Transfers:** This section does not apply to loan payments or purchases made using a Check Card.
 - a. The right to stop payment and procedure for doing so – if you have told us in advance to make regular payments from your account, you can stop these payments. Contact the Credit Union by calling 603.436.1847 or write to Northeast Credit Union at PO Box 1240, Portsmouth, NH 03802-1240 in time for us to receive your request three (3) business days or more before your payment is scheduled to be made. If you call, we will also require you to put your request in writing within fourteen (14) days after you call.
 - b. **Notification of Varying Amounts:** The person you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.
 - c. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Upon notification from you of unauthorized Visa transactions, Northeast Credit Union will limit your liability for those transactions to zero. Northeast Credit Union may require such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa transactions. In evaluating your claim, Northeast Credit Union will consider whether gross negligence on your part has contributed to the transactions in question. Northeast Credit Union may increase this limit if, based on substantial evidence, it is reasonably determined that you were grossly negligent or fraudulent in the handling in the card or account.

7. **Tell us AT ONCE** if you believe your PIN code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or code has been lost or stolen, call:
1.888.436.1847

or write:
Northeast Credit Union
PO Box 1240
Portsmouth, NH 03802-1240

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

8. Northeast Credit Union's Liability for Failure to Make Transfers: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement(s) with you, we will be liable for your losses or damages. However, we are not liable if:

- a. Through no fault of ours, your account does not contain enough money to make the transfer.
- b. The transfer would go over the credit limit on your approved line credit.
- c. The automated teller machine where you are making the transfer does not have enough cash.
- d. The terminal was not working properly and you know about the breakdown.
- e. Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- f. Your card has deteriorated or has been damaged so that it does not function properly.
- g. A third party obligated to make a pre-authorized transfer to or from your account fails to initiate it in enough time for it to be processed as scheduled.
- h. Your card or PIN has been reported as lost or stolen.
- i. We have reason to believe that you or someone else is using your card or PIN for fraudulent or illegal purposes.
- j. You try to make a withdrawal or transfer from a type of account that you do not have.
- k. Either you or we have terminated this agreement.

9. Disclosure of Account Information: We will disclose information to third parties about your account or the transfers you make:

- 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 merchant; or
- c. In order to comply with government agency or court orders; or
- d. If you give us written permission.

10. In Case of Errors or Questions about your Electronic Funds Transfer: Telephone us at 603.436.1847 or write us at PO Box 1240, Portsmouth, NH 03802-1240 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 in writing no later than sixty (60) days after we send you the first statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the 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.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we will and do require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point-of-sale or international transactions, to investigate your complaint or question. If we decide to do this, we will re-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 of this request, we will not re-credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

11. Rule for New Accounts: We will tell you the results of our investigation within 20 business days to resolve the error, if the error involves an electronic fund transfer to or from an account within 30 days after the first deposit to the account was made (business days). If we can't resolve the error in 20 business days, we may take up to 90 calendar days from the date we received notice of the error. If we decide to do this, we will recredit your account within twenty (20) 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.
12. We have the right to modify or amend our Electronic Funds Transfer procedures or to terminate Electronic Funds Transfer privileges at any time.

CASH/CHECK CARD HOLDER AND TELEPHONE BANKING AUDIO RESPONSE AND ONLINE BANKING & BILL PAY INTERNET ACCESS AGREEMENT FOR PERSONAL AND BUSINESS ACCOUNTS.

Acknowledge and Acceptance: Acceptance, retention, or use of your VISA Check Card indicates your agreement to terms and conditions in this agreement. You further acknowledge receipt of a copy of this agreement along with the ATM Cardholder Agreement and the Electronic Funds Transfer Act Disclosure.

Personal Identification Number (PIN): In order to use your Card at Network ATM locations or use the Telephone Banking Audio Response System or Online Banking Internet Access, you will be issued a Personal Identification Number (PIN). You need both the Card and PIN to initiate transactions at network ATM locations. Because anyone who has the Card and the PIN can use them at any network ATM location to make electronic fund transfers for which you may be liable, you should guard the secrecy of your PIN and safeguard your Card. We suggest that you memorize your PIN. To protect the confidentiality of your PIN and to prevent unauthorized use of your Card, you agree not to write your PIN on your Card or any other personal records. If you should forget your PIN, notify us. Your PIN will not be given over the telephone but will be mailed to you.

Types of Services – Automatic Teller Machines (ATM’s): You may use your ATM Access Card and Personal Identification Number to:

- Check the balance in your primary share, checking, money market, or VISA credit account.
- Make withdrawals from your primary share, checking, money market share, and VISA credit line accounts.
- Make deposits to your primary share, checking, or money market account (Northeast Credit Union ATM’s only).
- Make payments to any loan account as designated by you (Northeast Credit Union ATM’s only).
- Make transfers between your share and checking accounts.
- POS (Point of Sale) from your draft account.
- POS from your draft account with cash back.
- Conduct other transactions as we add services and features. We will notify you when such services are available.

Types of Services and Limitations: In addition to the services described in the ATM Cardholder Agreement, you may:

- Use your VISA Check Card to buy goods and services anyplace where VISA is honored. Your purchases will be limited to the lesser of the amount in your checking account balance daily plus any overdraft protection features your account may have or the daily authorized purchase limit.
- You may not stop payment on any transaction initiated by you or an authorized user with your card.

Types of Transfers – Telephone Banking Audio Response System and Online Banking Internet Branch and Bill Pay Access: You may use your username and your Personal Identification Number to:

- Transfer funds between selected share, checking and loan accounts.
- Find out the balance in selected share, checking, certificate, and loan accounts.
- Find out whether drafts have been cleared.
- Find out the amount of the last dividend or interest payment made to selected accounts.
- Find out the amount of the last payroll or other direct deposit made to selected accounts.
- Advance funds from your VISA credit line account (check is mailed to you).
- Withdraw from selected accounts (check is mailed to you).
- Pay bills electronically from your personal checking account.
- Electronic Check Conversions: Your check can result in an electronic fund transfer. This can happen in several ways. For example:
 - You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
 - At the time you offer a check to a merchant or service provider, you may be asked to authorize their merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer. Your authorization to make these types of transfers may be in writing or implied through the posting of a sign.

Authorization: You authorize us to charge your designated accounts for money disbursed and to credit your designated accounts for deposits received in connection with any transactions involving the use of the card, audio response or internet access.

Limitation of Transactions: You may use your Card to withdraw up to \$500.00 of available funds on any one business day. In addition, you may also use your Card for up to \$500.00 per day for POS (Point of Sale) transactions.

When making a deposit at a Northeast Credit Union ATM, you will be allowed up to 100% of the deposit not to exceed \$500.00 cash back within your \$500.00 daily withdrawal limit prior to verification of deposit. After verification of the deposit the following will apply:

There are times when the Northeast Credit Union machine(s) will be operating without direct access (off-line) to your account information. At such times, your total daily withdrawal limit will automatically be adjusted to \$100.00 regardless of whether the withdrawal is made in connection with a deposit or as a direct withdrawal from the account balance. When the Northeast Credit Union machine(s) regains access (online) to your account information, you may then access the balance of your \$500.00 daily limit. You are limited to a \$5.00 minimum and a \$5,000.00 maximum withdrawal through Telephone Banking or Online Banking.

Additional Limits of Liability for Your Northeast Credit Union Check/ATM Card: Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Northeast Credit Union Check/ATM card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA.

If Your Card is Lost or Stolen or if an Unauthorized Use May Occur: You agree to notify us immediately if your card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is 603.436.1847, and you agree to follow up your call with notice in writing to us at: Northeast Credit Union, PO Box 1240, Portsmouth, NH 03802-1240. You also agree to assist us in determining the facts, circumstances and other pertinent information relation to any loss, theft or possible unauthorized use of your credit card and comply with such procedures as we may require in connection with our investigation including assisting in the prosecution of any unauthorized use.

Liability of Unauthorized Use of Credit Card: We will not hold you liable for the unauthorized use of your credit/debit card if you notify us verbally or in writing within a responsible period of time of the loss, theft or possible unauthorized use of your credit card.

Maintenance of Accounts: As long as this Cardholder Agreement remains in effect, you agree to maintain at least one of your designated accounts. Should all of your designated accounts close, your Card privileges will be cancelled and we may retain your Card if you attempt to use it.

Your designated accounts will continue to be governed by your other agreements with us concerning those accounts to the extent that such agreements are not inconsistent with this Cardholder Agreement.

Ownership of Card: The Card is not transferable and remains our property. You agree to return the Card to us immediately upon our demand. For your protection the Northeast Credit Union ATM’s and network terminals are programmed to retain cards in certain circumstances.

Refusal to Honor Card(s): We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Card(s) or electronic terminals to honor the Card(s) or complete a Card withdrawal, or for their retention of Card(s).

Foreign Transactions: Purchases made in foreign countries and foreign currencies will be billed to you in US dollars. If you effect a transaction with your Visa Card in a currency other than U.S. dollars the rate of exchange between the transaction, the transaction currency and the billing currency used for processing the transaction will be the wholesale market rate or government mandated rate in effect for the applicable central processing date. Additionally, this transaction may also be assessed a separate International Service Assessment (ISA) transaction fee (See Fee Schedule). Also, if your transaction was performed at a non U.S. location the International Service Assessment (ISA) transaction fee (See Fee Schedule) may be assessed. Foreign transactions billed directly in U.S. dollars may also be assessed the ISA fee. (See Fee Schedule)

Returns and Adjustments: Merchants and others who honor VISA may give credit for returns and adjustments. They will do so by sending us a credit slip that we will post to your checking account.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

Preauthorized payments. 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:

(1) Call us at 603.436.1847, or write us at PO Box 1240, Portsmouth, NH 03802, 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 you call. (See Fee Schedule for stop-payment charge.)

(2) Notice of varying amounts. 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.)

(3) 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. Payable on Demand: You promise to pay us on demand for the amount of any withdrawal by the use of any Card that is honored which cannot be paid out of your share account or through an overdraft protection feature on your account.

Collection Expenses: If we have to sue you or take other actions to collect amounts you owe us under the Cardholder's Agreement, you will pay our reasonable expenses including attorney's fees, to the extent permitted by applicable law.

Terminating This Cardholder Agreement: You can terminate this Cardholder Agreement at any time by notifying us in writing that you are discontinuing use of your Card and PIN. We can terminate this Cardholder Agreement at any time. If this Cardholder Agreement is terminated, we shall no longer be obligated to complete transactions involving your use of the Card. Termination of this Cardholder Agreement will not affect your obligations under this Cardholder Agreement for transactions completed with your Card and PIN even if those transactions are completed after the termination date.

Changes to This Cardholder Agreement: We retain the right to change this Cardholder Agreement at any time. If a change will impose greater costs to you, increase your liability under this Cardholder Agreement, or limit the types or frequency of transactions which may be accomplished by using the Card and PIN, we will mail you notice of such change at least 30 days before it comes effective. We do not have to notify you in advance if an immediate change is necessary for security reasons.

Notices: Notices sent by us shall be effective when mailed to you at your last address that appears on our records. Except as otherwise provided in this Cardholder Agreement or by applicable law, notices from you to us must be in writing and will be effective when received by us.

Applicable Law: This Cardholder Agreement will be construed in accordance with the laws of the State of New Hampshire. In the event of any conflict between the provisions of this Cardholder Agreement and any applicable law or regulations, the provisions of this Cardholder Agreement shall be deemed modified to the extent required to comply with such law or regulation, protection the Northeast Credit Union ATM's and network terminals are programmed to retain cards in certain circumstances.

It's Easy To Become A Member

Anyone living, working, or doing business in NH or within 30 miles of one of our branches is eligible for membership.

Berlin	Exeter	Manchester	Portsmouth
Concord	Gorham	Merrimack	Portsmouth
Conway	Lebanon	Northwood	Naval Shipyard
Dover	Lee	Plymouth	Rochester

For a branch address, visit necu.org/locations

A Trusted Neighbor

Like a trusted neighbor, Northeast Credit Union is here for our members and the communities we serve. Each member benefits from a vision that extends beyond the bottom line. Northeast Credit Union is committed to looking out for our members' best interests and helping to enhance their financial well-being. And since we're local, our members trust that we will personally guide them to the right financial product or service to meet their individual needs.



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VR5262.06.14

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888.436.1847

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necu.org

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your local branch