



New Hampshire
FEDERAL CREDIT UNION

ACCOUNT AGREEMENT

AS OF MARCH 1, 2023

ACCOUNT AGREEMENT

TERMS AND CONDITIONS

This Agreement governs the terms and conditions of your account with New Hampshire Federal Credit Union. In this Agreement, the words "You," "Your" and "Yours" refer to the member and account owners maintaining an account at NHFCU. The terms "We," "Us," "Our" or "Ours" refers to New Hampshire Federal Credit Union, herein referred to as "NHFCU" or the "Credit Union."

Please read this Account Agreement fully, as it represents an entire agreement between you and NHFCU. Your use of NHFCU's products and services constitutes your acceptance of this Account Agreement.

MEMBERSHIP ELIGIBILITY

To qualify for membership in NHFCU, you must be eligible to join under our current Field of Membership guidelines, and you must purchase and maintain one par value share of NHFCU. The membership par value share that is required to have or open additional services is \$5.00. You must maintain this par value share at all times to remain in good standing. If the membership balance goes below the required \$5.00, you will have six months to restore the account to \$5.00. If you do not increase the balance within six months, we may close your account due to non-participation. If we close your account due to non-participation, we will mail you a check for your remaining collected funds on hand, less any fees due.

Members who maintain their required par value share are considered to be in good standing. A member who causes NHFCU a loss through loan default, bankruptcy, overdrawn accounts, fraud, or any other means, is no longer in good standing and is ineligible for any other services. Existing services may be terminated, to the extent permitted by law, if you cause us a loss. Good standing may be resumed upon repayment of the loss.

BYLAWS

This agreement is governed by and subject to all NHFCU's Bylaws, as may be amended from time to time.

DIVIDEND RATE

Your dividend rate and annual percentage yield may change monthly based on the determination of the Board of Directors. Share dividends are not guaranteed, but instead are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

BALANCE COMPUTATION METHOD

We use the average daily balance method to calculate dividends. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

ADDRESS CHANGES

All correspondence will be sent to the address we have for you on record. You agree to notify us promptly if you move or otherwise change your mailing or physical address. We are not responsible for misdirected mail if we are not notified of your change of address.

ACCOUNT OWNER DEATH OR INCAPACITATION

In the event any of the account owners dies or is otherwise incapacitated, you agree to notify us promptly, in writing. We may ask for a copy of a death certificate or court order regarding an incapacitation. If we do so, you agree to furnish one to us promptly.

If an account owner dies and there are no joint owners or beneficiaries, we will require an order from a probate court of competent jurisdiction before liquidating the account.

LEVIES, GARNISHMENTS, ATTACHMENTS

When presented with a court order, writ of execution or any other similar legal order, we may be required by law to freeze all funds in this account. We may also be required by law to remit these funds to satisfy a levy, judgment, garnishment or attachment against any owner or joint owner of this account. You agree to hold us harmless from all liability when we fulfill our duty to administer a court order or other legal order against your account.

INDIVIDUAL ACCOUNTS

An individual account is an account owned solely by one member. If the account owner dies, the interest in the account passes to the account owner's estate, subject to applicable laws. If a beneficiary is named on the account, the interest passes to the beneficiary, subject to all applicable laws and other provisions of this Agreement.

JOINT ACCOUNTS

Accounts owned by two or more persons are considered joint accounts. Each owner has full authority to transact on a joint account, including depositing, withdrawing, authorizing electronic funds transfers, updating mailing address, etc. Any owner of this account may close the account at any time.

If any of you owe funds to us, we may use the available funds in a joint account to pay the debt of any of the joint owners, to the extent permitted by law.

This account is considered to be held as "Joint Tenancy with the Rights of Survivorship." Each owner of the account is considered a "tenant." That means upon the death of any of the account owners (a "tenant"), ownership of the account passes to any surviving joint owners (the remaining "tenants").

BUSINESS DAYS

Every day is a business day except for Saturday, Sunday and federal holidays. The credit union may periodically close due to inclement weather; if we close, we will post notice on our website and at our offices.

PURPOSE OF ACCOUNT

You agree you will use this account for personal, household and consumer purposes only. You agree not to conduct business activity through this account, including but not limited to employer payroll clearing, electronic funds settlement, third party payment processing, cash management, etc. If we determine that your account is being used for business purposes, we reserve the right to restrict the account by refusing to allow any transactions to be posted.

TRANSACTION LIMITATIONS

All deposits are subject to final verification and collection, with availability governed by our Funds Availability Policy. We reserve the right, at any time and at our sole discretion, to refuse deposits to and withdrawals from this account. We reserve the right, subject to Federal Reserve Bank requirements, to require 60 days' written notice of intent to withdraw any funds from this account.

RESTRICTION OF SERVICES

Members who cause us a loss, or who are disruptive, act abusive, coercive, threatening to staff or who are destructive to credit union property, may be restricted from using our services or delivery channels, such as our branch lobbies and drive-up windows. This includes members and individuals who exhibit potentially illegal behavior with respect to actions or transactions or who make unwelcome comments and/or gestures to our staff or other members.

COMPOUNDING AND CREDITING

Dividends on savings-type accounts will be compounded monthly and credited on the last day of each month. Time accounts, such as share certificates, may have dividends credited on a different day of the month. If you close your account before dividends are credited, you will not receive the accrued dividends.

ACCRUAL OF DIVIDENDS ON NON-CASH DEPOSITS

Dividends begin to accrue no later than the business day of the deposit on non-cash items (i.e., checks).

FEES AND CHARGES

Fees may be charged to your account, and they will be reflected on your statement; See the NHFCU Fee Schedule for a full listing of fees and charges we may assess. All accounts are subject to withdrawal for payment of fees or other funds due the Credit Union.

ENCASHMENT

We may accept a check or negotiable instrument for encashment. At our option, we may hold a corresponding amount in an account for a reasonable period of time, as determined by our Funds Availability Policy. If we do so, we will provide you with a notice of the hold and explain our reason for doing so.

POST-DATED AND STALE-DATED CHECKS

All checks presented must be of current date. We are not obligated and will not accept any check or other instrument for deposit or encashment when they are post-dated (dated after the date of presentment). We are not obligated to accept any checks or other instruments for deposit or encashment when those items are dated over six months old.

FOREIGN CHECK DEPOSITS

If we accept a check drawn on a non-US bank for deposit, we send that check for collection before crediting your account. This will delay your ability to withdraw the amount of funds of that check. Checks drawn on non-US banks and deposited with us will not follow our Funds Availability Schedule.

STOP PAYMENTS

We may accept a stop payment order on any check or negotiable instrument outstanding. We will not be liable for honoring a check or negotiable instrument when there is no stop payment order on file. We may charge a fee for processing a stop payment order. See the NHFCU Fee Schedule for more information.

ACCOUNT AGREEMENT (CONTINUED)

RETURNED DEPOSITED ITEMS

Any item deposited into your account is subject to final collection. Any item deposited which is returned will be subject to a returned deposited item fee. See the NHFCU Fee Schedule for more information.

ENDORSEMENTS/INDORSEMENTS

All checks and negotiable instruments presented must be endorsed and properly payable to you. We may accept third party checks. If we do so, you warrant that all prior endorsements are proper and authorized. Checks with insufficient endorsement will not be processed until a sufficient endorsement is made.

DORMANT, INACTIVE AND ABANDONED PROPERTY

You must maintain activity in your account to prevent it from becoming dormant, inactive or abandoned. Accounts without activity for one year are considered dormant and may be subject to a periodic dormant account fee. Sub-accounts (accounts other than your Membership Savings, such as Checking, Clubs, Money Market, etc.) with no balance and no activity for one year are considered inactive and are subject to closure. Accounts without activity for five years, or the statutory period of time as determined by either the New Hampshire State Treasurer or another State Treasurer having jurisdiction over the property, are considered abandoned and are subject to escheatment to the individual state having jurisdiction over the property. This applies to savings and checking accounts. Time accounts, such as share certificates, are also subject to State escheatment laws if there have been no other transactions or communications regarding the account. Abandoned property may be subject to an Escheatment Fee before we remit the funds to the State. See the NHFCU Fee Schedule for more information.

Activity required to maintain your account in a current status includes normal transacting (deposits and withdrawals), writing to us regarding your account, maintaining a relationship under a different account (such as being a co-borrower on a loan under a different account). Under State escheatment laws, the posting of dividends alone, with no other transactions, is not sufficient to keep an account out of an abandoned status. If your account is considered abandoned, we will attempt to notify you in writing at your last known address.

ORDER OF PAYMENT PROCESSING

Electronic Automated Clearing House (ACH) credits (deposits) and debits (withdrawals) to and from checking accounts are processed throughout the day and in the order in which they are presented. Each business day (Monday through Friday, excluding Federal holidays and other days we are closed), we sort and process other share drafts from low dollar amounts to high dollar amounts. If there are not enough funds in your account to pay all written checks presented at the time of processing, this method results in paying the most written checks possible, thereby reducing the number of checks returned for non-sufficient funds and reducing the number of non-sufficient check fees. Checks drawn on your account and received in-person at our office will be processed at the time of presentation.

MINOR ACCOUNTS

A minor account is an account in which the primary owner has not yet reached the age of majority. We may require an adult (parent, legal guardian or other individual who has reached the age of majority) to be joint owner of such account.

LINKED ACCOUNTS

All accounts that you enroll in a service (for example, e-Branch) will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the service, that authorized user will be able to view and access at a single time the following accounts:

- The accounts of the business for which that person is an authorized user;
- The accounts of any other business for which that person is an authorized user; and
- Any consumer accounts for which the person is a co-owner or authorized signer.

FUNDS AVAILABILITY POLICY

YOUR ABILITY TO WITHDRAW FUNDS: HOW THE DELAY IS DETERMINED

When your ability to withdraw funds is delayed, the length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sunday and federal holidays.

1. WHAT DEPOSITS ARE AVAILABLE IMMEDIATELY?

You may withdraw the entire amount of the following deposits made in the lobby on the same business day of your deposit:

- Cash;
- Wire transfers and pre-authorized electronic deposits (such as Social Security benefits, federal recurring payments, retirement benefits and payroll payments);
- Checks and share drafts drawn on New Hampshire Federal Credit Union, if payable to you;
- Member Payroll, Pension or Annuity checks;

- Other checks, such as United States, State or Local Government checks; Cashier's, Teller's, Treasurer's or Official checks, Certified checks;
- Money Orders or Travelers checks;
- Other checks under \$500.

2. HOW DO I KNOW WHEN MY OTHER DEPOSITS BY CHECK ARE AVAILABLE?

Other checks payable by or through the domestic offices of US banks and credit unions are available the second business day following the business day of deposit. For example, if a check is deposited on Monday, the funds are available on the second business day, normally a Wednesday. If Monday or Tuesday is a holiday, funds will be available on Thursday.

3. WHAT ABOUT FOREIGN CHECKS?

Foreign checks will be sent for collection and will be available upon receipt of U.S. funds deposited to your account, less collection fees.

4. ARE THERE LONGER DELAYS?

Yes, we may delay your ability to withdraw funds deposited by check into your account under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the 5th business day after the day of your deposit.

5. CHECKS RETURNED UNPAID

Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

6. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open: Same Business Day Availability: Funds from deposits of

- Cash;
- Wire transfers;
- Electronic direct deposits to your account;
- Checks drawn on New Hampshire Federal Credit Union;
- Member Payroll, Pension or Annuity checks,
- Other checks, such as United States, State or Local Government checks, Cashier's, Teller's, Treasurer's or Official checks, Certified checks;
- Money Orders or Travelers checks;
- Other check deposits under \$500

will be available on the same business day of your deposit. Funds from all other deposits will generally be available on the 5th business day following the day of deposit. In emergency situations, all delays may be extended. We will notify you in writing if we delay funds availability for any reason, and we will tell you when the funds will be available.

7. OTHER ACCOUNTS

If we accept a check for deposit 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 elsewhere in this disclosure for the type of check that you deposited.

8. YOUR RESPONSIBILITY

When we delay your ability to withdraw funds on a deposit, you may not withdraw the funds in cash, and we will not pay checks you write on your account by using these funds.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Fund Transfer Agreement and Disclosure is the contract that covers rights and responsibilities for you as a consumer and New Hampshire Federal Credit Union relative to Electronic Fund Transfer (EFT) services

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (CONTINUED)

offered by New Hampshire Federal Credit Union. Electronic Fund Transfers are electronically initiated transfers of money to or from your account through the services listed below. By signing an application, Account Card, your VISA® Debit Card, or by using any service, each of you jointly and severally agree to the terms and conditions in this agreement and any amendments for EFT services offered.

In this agreement, the words "you" and "your" mean consumers who sign the application or Account Card as applicants, joint owners or any other authorized users. The words "NHFCU," "we," "us," and "our" mean New Hampshire Federal Credit Union. The word "account" means any one or more accounts you have with us.

(a) Consumer Liability. Tell us at once if you believe your Card, Card number, Code or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your Card or Account. Telephoning is the best way of keeping your possible loss down. If a VISA transaction was performed with your Card, Card number, Code or PIN without your permission, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account. For other EFT transactions, including ATM transactions, 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, Card number, Code or PIN, you can lose no more than \$50 if someone used it without your permission. If you do not tell us within 2 business days after you learn of the loss or theft of your Card, Card number, Code or PIN, and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, including those made by Card, Card number, Code, PIN 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 hospital stay) kept you from telling us, we will extend the time periods.

(b) Contact in event of unauthorized transfer. If you believe your Card, Card number, Code or PIN has been lost or stolen, or someone has transferred or may transfer money from your account without your permission, Call us at (603) 224-7731. For VISA when we are closed: Within the US 800-472-3272 or Outside the US 410-581-9994 (for collect calls), or Write: NH Federal Credit Union, 70 Airport Rd, Concord, NH 03301.

(c) Business days. For purposes of these disclosures, every day is a business day except Saturday, Sunday and Federal Holidays.

(d) Transfer types and limitations.

(1) Account access. If approved by us, you may use the following EFT services:

(i) Audio Response. In order to use our DirectLine Audio Response, you will be issued a PIN, which you must use with your account number to access your account. The following transactions may be conducted using Audio Response:

(A) Withdraw checks payable to yourself.

(B) Transfer funds between your share (savings) accounts, club accounts, money market accounts and your share draft (checking) accounts.

(C) Obtain balance information on your accounts.

(D) Transfer funds to pay loans at NHFCU.

(E) Review your account transaction histories.

Audio Response is available 24 hours a day. This service may be interrupted for daily data processing. You must use a touch tone telephone for this service. See the NHFCU Fee Schedule for more information of any applicable fees.

(ii) Debit Cards. You can use your Card to transfer money into or out of your account after we have validated it. If you do not want to use the Card, please destroy it at once by cutting it in half and returning it to us. You may use your Card to purchase goods and services at any merchant honoring VISA® Debit Cards. Funds for your purchases (referred to as Point of Sale or POS transactions) will be deducted from your account.

(A) Using Your Card at NHFCU ATMs. You may use your Card and Personal Identification Number (PIN) at NHFCU's Automated Teller Machines (ATMs) and other such machines as we may designate. Availability of deposits, payments and transfers are subject to verification. You may conduct the following transactions using your Card:

(1) Make cash withdrawals from your primary share or share draft accounts.

- (2) Make transfers between your share and share draft accounts under the same member account number.
- (3) Make deposits to your share or share draft accounts at certain NHFCU ATMs.
- (4) Make payments on loan accounts under the same member account number.
- (5) Check your share or share draft account balances.
- (6) Make Point of Sale (POS) transactions to purchase goods or services at merchants that accept VISA® Debit Cards.
- (7) Order goods or services by mail, telephone or Internet from places that accept VISA® Debit Cards.

(B) Using your Card at ALLPOINT, CIRRUS, EXCHANGE, HONOR and TX network locations you may:

- (1) Make cash withdrawals from your share or share draft account.
- (2) Check the account balance in your share or share draft account.
- (3) Make payments on loan accounts.
- (4) Transfer funds between your share, share draft and loan accounts under the same member account number.

Some of these services may not be available at all terminals. From time to time, we may make arrangements with other ATM networks to grant access to your Card. We will notify you when such arrangements are made and describe the services which are made available to you and the charges associated with these services. You may use your Card as many times as you wish during a business day. Transfers at an ATM are unlimited, but may incur fees as shown in our Fee Schedule.

(C) Foreign transfers. For your protection, international transactions are not available unless you notify us in writing prior to your travel, telling us when and in what countries you will be using your Card. Purchases and cash withdrawals made in foreign countries and foreign currencies with your Card will be debited from your account in US dollars. The conversion rate is determined in accordance with the operating regulations established by VISA International.

(D) Security of Personal Identification Number. You should safeguard the secrecy of your PIN and 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. A deteriorated Card may result in a cardholder being denied access to make transactions. If your Card becomes deteriorated, notify us so that a replacement Card may be issued.

(E) Joint accounts. You may authorize joint owners on your accounts to have a Card and PIN. Do not give your Card or Card number to anyone else to use. If you request a Card and PIN for a joint owner, or if you give your Card to someone else to use, you agree that any transactions conducted by that person are authorized by you. If your card is used by anyone else, you may lose the privilege to use this service. To cancel joint owner usage, the joint owner must notify us in writing.

(F) Illegal Transactions, Gambling. You agree that your Card and account will not be used to make or facilitate any illegal transactions as determined by applicable law. We may decline any transaction that we believe to be illegal under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that we will have no liability of responsibility for any such use by you or any authorized user(s) or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use. You promise to pay us any and all amounts owing on your Card for any transactions made by you, whether the transaction is determined to be legal or illegal.

(iii) Preauthorized EFTs. We will accept direct deposits of your paycheck or federal recurring payments such as Social Security to your primary share or share draft account. We will also honor withdrawals that you authorize a third party to initiate.

(iv) Computer EFTs. If we approve a Computer access service, also known as home banking or e-branch, for your accounts, you must use your PIN along with your account number and a password to access your accounts. At the present time, the following services are available through home banking:

- (A) Withdraw funds from your primary share, share draft and other share accounts such as clubs and money market accounts.
- (B) Transfer funds from your primary share, share draft and other share accounts, such as club and money market accounts.
- (C) Obtain balance information on your primary share, share draft and other share accounts, such as club and money market accounts.
- (D) Transfer funds to other accounts with preauthorization.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (CONTINUED)

- (E) Obtain account transaction histories.
- (F) Transfer funds to make loan payments.
- (G) Apply for a loan or mortgage.
- (H) Obtain your account statements.
- (I) Transfer funds to open a certificate.

(2) Electronic Check Conversion/Electronic Returned Check Fees. You may authorize a merchant or other payee to make a one time electronic payment from your checking account using information from your check to:

- (i) Pay for purchases.
- (ii) Pay bills.

You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or in writing) that the transfer may be processed electronically, or if you sign a written authorization.

(3) Limitations on frequency of withdrawals and transfers. There are no limits on the number of inquiries you may make in one day. Withdrawals from share accounts, other than your Money Market account, are unlimited. Transactions using your Card are unlimited. Although transactions at ATMs are unlimited, the ATM owner may assess fees.

(4) Limitations on dollar amounts of transfers.

(i) Audio Response. The maximum withdrawal or transfer limit is \$50,000 per transaction. Transfer requests from your account cannot exceed the available funds in your account. We may refuse to accept any transaction for which you do not have sufficient available funds. There is no limit to the number of inquiries, transfers or withdrawal requests you may conduct in a day.

(ii) Debit Cards. The POS/ATM business day is a 24-hour period from 3:00 pm to 3:00 pm the following Business Day.

(A) Debit Cards at POS. There are times when our systems may not be available to grant POS authorization. At these times, purchases will be limited to a maximum of \$250 or less. There is no limit on the number of POS transactions you may make in a day. POS transactions are limited to the lesser of the amount available in your share draft checking account or \$2500 per day. There are times when the VISA[®] authorization center may not be accessible. At these times, purchase authorizations will be denied.

(B) Debit Cards at ATMs. Transfers at an ATM may incur fees as shown in our Fee Schedule. The amount of cash you may withdraw at an ATM is limited to \$500 each ATM business day, but not more than what is available in your account. There are times when the ATMs will be operating without direct access to your account information. At such times, your total daily withdrawal limit is automatically adjusted to \$100 or less for ATM withdrawals. When the ATM or terminal regains access to your account information, you may then access the balance up to the \$500 daily limit.

(iii) Preauthorized EFTs. Preauthorized EFTs are limited to the amount available in your account.

(iv) Computer EFTs. All withdrawals are mailed by check, made payable to you, and sent to your address of record. The maximum withdrawal limit per day is the lesser of \$50,000, or the balance of your account less the required minimum share. Your account may be accessed 24 hours a day, 7 days per week, except when service may be interrupted for daily data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit or lower an account below a required balance.

(e) Fees. There are certain fees and charges for EFT services. See the NHFCU Fee Schedule for more information. From time to time, these fees may be changed, and we will notify you as required by applicable law. You may also incur a fee in the following circumstances:

- (1) Card Replacement.
- (2) Automated Teller Machine Withdrawals.
- (3) Account Inactivity.
- (4) Foreign Transfers with your Card: The exchange rate for transactions in a foreign currency will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date, plus 1%. Visa will assess a 1.0% fee on international transactions when a currency conversion occurs. Visa will also impose a 0.8% fee on foreign transactions where a currency conversion is not performed. When a transaction is posted to your account, the total

amount (purchase amount plus conversion fee) appears as a single transaction on your statement.

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

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

(g) Documentation.

- (1) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs.
- (2) Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (603) 224-7731, access DirectLine at (603) 224-7908 or use e-branch home banking to find out whether or not the deposit has been made.
- (3) Periodic statements. You will get a monthly account statement if you have a share draft (checking) account. If you do not have a share draft account, you will get a monthly statement for any month in which you have transfers. If there are no transfers in a particular month, you will get the statement at the end of the next month in which you have transfers, or the end of the next calendar quarter, whichever is sooner. If your account has no activity for 12 months, you will get a statement annually.

(h) Preauthorized payments.

- (1) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (603) 224-7731 or write us at 70 Airport Rd, Concord, NH 03301, 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. Non-receipt of written confirmation requires that the verbal stop payment order expires after 14 days. We may honor a stop payment order received within the 3-business day limit prescribed and, if we honor such a request, we have no resultant liability or responsibility to any Originator, Originating Depository Financial Institution or other person having any interest in the entry. You may withdraw a stop payment order by providing written notice to us. A stop payment order will remain in effect for 6 months from the date of the stop payment order, until payment of the preauthorized transfer has been stopped or until you withdraw the stop payment order, whichever occurs first. We will charge you for each stop payment as shown in our Fee Schedule.
- (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 a 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.

(i) Financial institution's liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, for direct or consequential damages in the following events:

- (1) If, through no fault of ours, there is not enough money in your account to make the transfer.
- (2) If the transfer involves a loan and would go over the credit limit of the loan.
- (3) If the automated teller machine where you are making the transfer does not have enough cash or restricts the amount of cash dispensed.
- (4) If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) If, through no fault of ours, the payment information for a preauthorized transfer is not received.
- (7) If any funds in your account are held as uncollected funds or pursuant to our Funds Availability Policy.
- (8) If you use your Card or PIN in an incorrect manner.
- (9) If the funds in your account are subject to legal process or other claim.
- (10) If the funds in your account are pledged as collateral for a loan or held because of a delinquent loan.
- (11) If the error was caused by a system of any participating network.
- (12) If the Card is damaged so that it does not function properly.
- (13) If the Card has been reported lost or stolen.
- (14) There may be other exceptions not stated in our agreement with you.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (CONTINUED)

- (j) ATM fees. 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 fund transfer. The ATM fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.
- (k) Non-sufficient Funds. If you have non-sufficient funds (NSF) in your account to pay for any of the EFT services described above, the amount of the NSF and applicable fees are due and payable immediately. You also authorize us, in such a case, to transfer from any other accounts you may have with us to pay the NSF and fees. In the event of repeated NSFs, we may terminate services under this agreement. If we must file a lawsuit to collect money which is due, you agree to pay reasonable expenses, including attorney fees as allowed under the laws of the State of New Hampshire.
- (l) Holds. Deposits of cash and checks made using your Card at an NHFCU ATM will have a hold in accordance with our Funds Availability Policy. We reserve the right to extend any check hold in accordance with our Funds Availability Policy.
- (m) Termination/Revocation. You may terminate this Agreement at any time by notifying us in writing and returning your Cards to: NH Federal Credit Union, 70 Airport Rd, Concord, NH 03301. You will remain liable for any transfers up to the time of termination and you may be liable for transfers occurring after the agreement has been terminated. We may also terminate this agreement at any time for reasons such as:
- (1) If you are indebted to us as a maker or comaker and the loan for which you are responsible becomes delinquent.
 - (2) If your share or share draft account is overdrawn.
 - (3) If you declare bankruptcy.
 - (4) If a "writ of attachment" is placed against your account.
 - (5) For other reasons we may adopt from time to time.

The Card is the property of NHFCU. If we revoke or if you wish to cancel this transfer service, you must return your Card(s) to us. You also agree to notify any participating merchant that authority has been given to make bill payment transfers that the agreement has been revoked. The Card may be repossessed at any time at our discretion without demand or notice. You cannot transfer your Card or account to another person. We may terminate this agreement at any time by notifying you orally or in writing. Whether you or the CU terminates this agreement, the termination shall not affect your obligations under this agreement.

- (n) Governing Law. This agreement is governed by the Bylaws of NHFCU, federal laws and regulations including but not limited to the U.S. Federal Reserve Regulation E, the laws and regulations of the State of NH, Visa International regulations and Automated Clearing House rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of Merrimack County in the State of New Hampshire.
- (o) Amendments. We have the right to change this agreement from time to time. We will notify you by mail, sent to the most recent address you have given us, at least 30 days prior to the change becoming effective if it will cause you greater costs or limit your ability to perform transfers as described with us. We are not required to notify you in advance if the change is for security reasons. All notices will become effective when we have mailed them to your last known address in our records. Notices from you will become effective when received by us at the address specified in this agreement.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfer. Telephone: (603) 224-7731 or Write: NH Federal Credit Union, 70 Airport Rd, Concord, NH 03301, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

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

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

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

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

By authorizing any EFT or EFT service, or by activating your Card, you agree to the terms of this Agreement and Disclosure Statement.

If you have any questions about your account, please contact us.

(603) 224-7731
www.nhfcu.org
myaccount@nhfcu.org

NEW HAMPSHIRE FEDERAL CREDIT UNION
Corporate Headquarters
70 Airport Road
Concord, NH 03301



New Hampshire
FEDERAL CREDIT UNION

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