

ACCOUNT AGREEMENT

TERMS AND CONDITIONS OF YOUR ACCOUNTS AT VIA CREDIT UNION

In this agreement the words you and your mean each person signed on the account. The words credit union, we, us or our refers to **Via Credit Union**.

JOINT SHARE ACCOUNT AGREEMENT

Ownership of ALL funds in this account number, including Share Draft (checking), Money Market Shares and certificates, is governed by one signature card. Via Credit Union is hereby authorized to recognize any of the signatures on the signature card in the payment of funds or the transaction of any business for this account. All owners of this account hereby agree with each other and with the credit union that all deposits, now or in the future along with credits and dividends thereon, shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the credit union from any liability for such payment. The owners also agree to the terms and conditions of the account as established by the credit union. We may obtain a copy of your identification for verification purposes when opening a new account. This copy may be retained on file.

Any or all of said owners may pledge all or any part of the shares in this account as collateral security to a loan or loans from the credit union.

The right of authority of the credit union under this agreement shall not be changed or terminated by said owners except by written notice to the credit union which shall not affect transactions theretofore made. This account is not transferable.

SHARE DRAFT/CHECKING ACCOUNT AGREEMENT

If the owners of this account authorize Via Credit Union to establish the share draft account, the credit union is authorized to pay share drafts signed by any account owner and to charge all such payments against the shares in the account. It is further agreed that:

- (a) The credit union is under no obligation to pay a share draft that exceeds the collected share draft balance and the balance in all approved overdraft accounts. However, if any of the owners writes a share draft that would exceed such balance and result in the account being overdrawn, the credit union may pay such share draft and transfer shares to the draft account in the amount of the

resulting overdraft, plus a service charge, from any other share accounts from which any of the owners are eligible to withdraw shares.

- (b) The credit union may pay a share draft/check on whatever day it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the share draft.
- (c) When paid, share drafts become the property of the credit union and will not be returned either with the periodic statement of the account or otherwise.
- (d) Except for negligence, the credit union is not liable for any action it takes regarding the payment or nonpayment of a share draft.
- (e) Any objection with respect to any item shown on a periodic statement of the draft account is waived unless made in writing to the credit union before the end of 60 days after the statement is mailed.
- (f) The draft account is also subject to such other terms, conditions and service charges as the credit union may establish.
- (g) Owners of the draft account are considered the same as the share account.
- (h) All deposits are subject to the credit union's right to require 60 days advance written notice of withdrawal, as provided in its bylaws.

MONEY MARKET CHECKING

The above terms and conditions also apply to Money Market Checking. Up to three (3) checks can be written each month against the balance in Money Market Shares. Separate drafts/checks (from regular checking) are required. These checks count toward the maximum six REMOTE withdrawals permitted (from Money Market Shares) each month.

MINIMUM MEMBERSHIP REQUIREMENTS

To be and remain a member of the credit union, you must maintain a \$5.00 share in your Membership Share account. We may establish a higher minimum balance requirement for you to avoid paying a monthly service fee. Your membership will terminate if you withdraw all your shares or your account balance goes to zero due to the collection of fees owed the credit union.

Once you become a member, you are always a member, provided you have active open accounts. You can keep your membership status through retirement, relocation, and changes of employment. However, if you terminate your membership and subsequently want to reestablish membership, you can only do so if you are still within the field of membership of the credit union.

If your membership is terminated and you wish to rejoin the credit union, you may do so two (2) times. If your account is closed a third time, you will not be permitted to rejoin.

STOP PAYMENT ORDER

You may request a stop payment order on a draft or ACH item unless we have already paid, certified or accepted it. In order to stop payment on an ACH item we must receive your request three business days or more before the payment is scheduled to be made. We may also require you to complete and sign an Affidavit of Unauthorized ACH Debit Activity or a stop payment request form. The written request will cease to be effective six months from the date shown on the stop order payment form and, an oral request will cease to be effective 14 days from the date shown on the form unless previously cancelled or renewed in writing by you. The following information is needed to complete the stop payment order request - account number, date of draft, draft number, exact amount, and who it is payable to. The credit union will not be liable for payment of the draft or ACH item contrary to the request unless payment is caused by the credit union's negligence and causes actual loss to you. The credit union's liability shall not, in any event, exceed the amount of the draft. You agree to reimburse the credit union for any loss it sustains in honoring the request.

AGENT DESIGNATION

You may designate an agent for your account on the signature card. By doing so, you authorize another person to make transactions as agent on your account. The credit union has no duty to inquire about the use or purpose of any transaction by the agent. The agent has no ownership interest in the account.

PAYABLE ON DEATH ACCOUNT

A payable on death (POD) account designation is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to the named beneficiary on your signature card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. You reserve the right to change or terminate the designation of beneficiary. You further agree that any designation or change of beneficiary, or termination of designation, shall be binding upon the credit union only if filed with the credit union prior to your death on a form supplied by the credit union. In the absence of the filing of such a designation, change or termination, you agree on behalf of yourself and your heirs, assigned personal representatives and all other persons claiming through you to indemnify and save the credit union harmless from all loss and damage by reason or the payment of the proceeds from the account to the beneficiary named on the signature card.

You understand that the credit union has no obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account.

ACH DISCLOSURE

Under the operating rules of the National Automated Clearing House Association, which are applicable to Automated Clearing House (ACH) transactions involving your account, Via Credit Union is not required to give next day notice to you of receipt of an ACH item, and we will continue to notify you of the receipt of payments in the periodic statements we provide you.

FUNDS AVAILABILITY DISCLOSURE

This is our Check Clearing Policy and it applies to all transaction accounts.

Your Ability to Withdraw Funds

Our policy is to make funds that are deposited available to you on the same business day we receive your deposit. Electronic direct deposits will be available on the same business day we receive the deposit. Once they are available, you can withdraw the funds in cash and/or we will use the funds to pay checks you have written.

For determining the availability of your deposits, our business days are Tuesday through Saturday Noon with the exception of holidays. If you make a deposit on a day that we are open, that day will be the day of your deposit. However, if you make a deposit on a day we are not open, the deposit will be treated as if it were made on the next day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds deposited by check available to you on the same business day as your deposit. Depending upon the type of check, your funds may not be available until the second business day after your deposit. However, the first \$200 of your deposits will be available on the first business day.

If we do not make all of the funds from your deposit available on the same business day, we will notify you at the time you make the deposit. We will also tell you when the funds will be available.

If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail a notice to you the day after your deposit. If you will need the funds from a deposit right away, you should ask us when the funds would be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six 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 7th business day after the day of your deposit.

Special Rules for New Accounts

The following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire 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 same business day as your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Deposits at Automated Teller Machines

Some Automated Teller Machines which are accessible through the ATM card issued by us will accept deposits. The first \$200 of such a deposit will be available immediately through the ATM network. However, availability of the remainder of the deposit is subject to verification by the financial institution owning the ATM which is generally available the second business day following the day the deposit was made.

Night Drop Deposits

We empty our night drop boxes upon opening each morning. They are not checked during the business day.

ELECTRONIC FUNDS TRANSFER AGREEMENT

Electronic funds transfer means a transfer of funds, by means other than the use of a check, draft, or similar paper instrument, but rather is done through an electronic terminal, telephone, magnetic tape, or internet to debit or credit your account. Examples of electronic transfers would be your use of the STAR ATM card or MasterCard debit card (check card), the direct deposit of your pay or Social Security payment, PAT (audio response), and ViaConnect (Internet access).

This disclosure outlines the basic rights, liabilities and responsibilities stated in the law and federal regulation. All individual consumers and financial institutions that use or provide electronic funds transfer services are thus regulated and protected by this law. In this Agreement and Disclosure Statement ("Agreement"), the words "you" and "your" mean each and all of those who agree to be bound by this Agreement; "Card" means the STAR ATM or MasterCard debit card and any duplicates, renewals, or substitutions the credit union issues to you; "credit union" means the Via Credit Union or anyone to whom the credit union may transfer this Agreement; and "Transaction" means use of the Card or the Account Number on the Card, plus a Personal Identification Number (PIN) when required, to access cash or make a purchase.

About The Card and Your Account

1. The issued Card and PIN are property of the credit union. The STAR ATM Card or the MasterCard debit card shall remain our property and shall be surrendered immediately to us upon our request. You cannot transfer your Card to another person and we may cancel and retrieve your Card at any time without notice to you. Use of the ATM & MasterCard debit card is subject to the terms and conditions of your checking account (including overdraft options), and any future changes to your checking account may affect your use of the Card.
2. PIN: You agree to keep the Personal Identification Number (PIN) assigned to your ATM or MasterCard debit card a secret. You also agree that you will not write the PIN on the Card or anything you keep with the Card. You agree that your use of the Card, the Account Number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash, constitutes your signature for purposes of such transaction. You are responsible for guarding the secrecy of your PIN.

3. You agree that the use of a digital signature algorithm (DSA) or other code used to authenticate a pre-authorized transfer in an electronic payment system provides the same assurance as a signature in a paper based system.

HOW TO CONTACT US

Write or Phone:

Via Credit Union, 4505 South Adams Street, Marion, IN 46953
765.674.6631

BUSINESS HOURS:

Tuesday-Thursday: 8:30 am - 4:30 pm

Friday: 8:30 am - 5:00 pm

Saturday: 8:30 am - Noon

Closed all major holidays

Contact us at the above address regarding:

- Lost or stolen Card or PIN
- Unauthorized use of Card or PIN
- Stop payments
- Error resolution
- Verification of automatic deposits
- General inquiries

METHODS OF ELECTRONIC ACCESS

1. You may use your Card and PIN for deposits, transfers, or withdrawals using an access device or code from/to accounts to which your card is attached at the credit union and to pay for purchases at places that have agreed to accept your card or code.
2. Pre-authorized debits from your draft checking account.
3. Recurring deposit of net pay, pension checks or social security.
4. All other activity flowing through the Automated Clearing House (ACH) electronically to your designated credit union accounts.
5. All activity through PAT (audio response) or ViaConnect (Internet access)

Some of these services may not be available at all terminals. Transactions at non-Via Credit Union owned ATMs might be subject to a surcharge assessed by the ATM terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your accounts.

LIMITATIONS ON AMOUNTS AND FREQUENCY OF TRANSFERS

1. Daily limitations are established on withdrawals from an ATM
2. No more than six remote (electronic or telephone) withdrawals and/or transfers can take place each month from secondary share savings accounts.

PREAUTHORIZED TRANSFER

The credit union is equipped to:

1. Accept certain direct deposits to your authorized checking or savings account.
2. Pay certain recurring bills from your authorized checking or savings account.

MINIMUM ACCOUNT BALANCE

Before your ATM or MasterCard debit card can be activated, you must hold a minimum balance of \$5.00 in your primary share savings account.

LOST OR STOLEN CARD AND MEMBER LIABILITY DISCLOSURE

If you believe your Card or secret code has been lost, stolen or compromised and someone has, or may, transfer money from your account without your permission write or call,

Via Credit Union, 4505 South Adams Street, Marion, IN 46953
765.674.6631

Tell us **at once** if you believe your Card and/or secret code (PIN) has been lost or stolen. Calling is the best way of reducing your possible losses. If someone used your Card or secret code without your permission, you can lose no more than \$50. If your statement shows transfers that you did not make, tell us at once. If you do **not** tell us within 60 days after the statement was mailed to you, you may not recover any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. Extraordinary circumstances may extend the time period.

FEES

Use of electronic transfer services may result in fees being charged against your account. You are advised of these fees when you open your account. You will be advised of any changes in fees by notice or publication in your monthly or quarterly statements, and current Rate and Fee Schedules are available upon request.

DISCLOSURE OF RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

1. *Terminal transfers*- You can get a receipt at the time you make any transfer, to or from your account, using an ATM or point-of-sale (POS) terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
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 contact us to find out whether or not the deposit has been made.
3. *Periodic statements*- We will mail you a monthly account statement or you can view it online unless there are no qualifying transfers in a particular month.

STOP PAYMENT ORDERS

If you have told us in advance to allow regular payments out of your account, you can stop any of these payments.

Write or Phone:

Via Credit Union, 4505 South Adams Street, Marion, IN 46953
765.674.6631

You must do so in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, you are also required to sign a stop payment order form at one of our branches within 14 days after you call. Refer to the Fee Schedule for the charge for each stop payment order you give.

Notice of Varying Amounts:

If regular payments being made from your accounts vary in amount, the person you are paying 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.

OUR 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 with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the automated teller machine where you are making the transfer does not have enough cash.
3. If the terminal was not working properly and you knew about the breakdown when you started the transfer.

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

ERROR RESOLUTION PROCEDURES

Write or Phone:
Via Credit Union, 4505 South Adams Street, Marion, IN 46953
765.674.6631

Do so, as soon as possible, if you think your statement is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no more than 60 days after we send 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 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 45 days (90 days in the case of a transfer resulting from a point-of-sale debit card transaction, a transfer initiated outside the United States or a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (20 business days in the case of a new account) 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. You may ask for copies we use in our investigation.

AMENDMENTS:

We may amend all the terms and conditions at any time, but will give you notice 21 days before the amendment becomes effective, if the amendment will result in increased charges or liability to you or stricter limitations on the transfers you may make. Such notice may be mailed to you at the last address on your account. Use of your card or electronic service after the implementation date indicates your acceptance of the new terms and conditions. If, however, an immediate change in terms and conditions is necessary for security reasons, we may amend these terms and conditions without prior notice.

We reserve the right to levy service fees with the fee schedules adopted by the credit union from time to time.

PRIVACY NOTICE

Under current law, Via Credit Union is required to give you this privacy notice. In the course of conducting normal business, the credit union (referred to as 'we' or 'us' in this statement) acquires non-public personal information (referred to as 'information' in this statement) about you. We are committed to protecting our member's (and non-members') personal and financial privacy. Our employees are trained in the importance of confidentiality and we maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard this information and protect it from loss, invasion, misuse or alteration.

Sources from which we collect information:

- Applications and other forms you submit to us
- Transactions you conduct with us, our affiliates or others
- Consumer reporting agencies

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Strict confidentiality provisions are part of these agreements.

Otherwise, we do not disclose (or sell) information about members (or former members) to anyone, except as permitted or required by law. For example, we share information with consumer reporting agencies, credit and debit card processors, federal examiners, auditors, law enforcement and our wholly owned subsidiary. We may have to share information to complete a transaction you request. For example, a funds wire transfer.

What you can do to help protect your privacy:

- Protect your account numbers, card numbers, PINs (personal identification numbers) and passwords. Never keep your PIN with your debit or credit card which can provide free access to your accounts if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you, explains the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it.
- Keep your information with us current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

If you have questions concerning this notice, please do not hesitate to contact us. We are here to serve you.

Write or Phone:
Via Credit Union, 4505 South Adams Street, Marion, IN 46953
765.674.6631

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT

The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with participation of another person in "unlawful Internet gambling," defined as "placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any Federal or State law in the State in which the bet is made.

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with Via Credit Union. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.