



SOUTH CAROLINA  
**NATIONAL GUARD**  
FEDERAL CREDIT UNION



# MEMBERSHIP AGREEMENT

**Share Accounts**

**Truth in Savings**

**Terms and Conditions**

**Electronic Transfers**

**Funds Availability**

**Mailing Address:**  
PO Box 9366  
Columbia, SC 29290-0366

**Eastover Office:**  
10311 Garners Ferry Road  
Eastover, SC 29044  
(803) 695-2000  
(800) 922-6370

**Main Office:**  
1225 Bluff Rd  
Columbia, SC 29201  
(803) 799-1090  
(800) 922-6310

**McEntire Office:**  
1325 S Carolina Rd Bldg 157  
Eastover, SC 29044-5000  
(803) 647-8212  
(877) 504-0898

[www.scnationalguardfcu.org](http://www.scnationalguardfcu.org)  
[mailbox@scngfcu.org](mailto:mailbox@scngfcu.org)

### Membership Eligibility and Future Services.

To open or maintain any account(s) or service(s) with South Carolina National Guard Federal Credit Union, hereafter referred to as Credit Union, you must qualify for membership and deposit and maintain the \$25.00 par value of the required shares as provided by the Credit Union's Bylaws and other applicable laws. **To verify your eligibility for any account(s), service(s), or loan product(s), now and in the future, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans, or other financial products you request or which we may offer or make available to you.**

We may also report information concerning your account(s) and credit to others.

**Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the rates and yields as of the last dividend declaration date which is set forth in the Rate Schedule.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Compounding and Crediting.** The compounding and crediting of dividends applicable to each account are set forth in the Rate Schedule. For example, except for share draft and MIMMA accounts, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such period is March 31. All other dividend periods follow the same pattern of dates. The dividend declarations date follows the ending date of the dividend period, and for the example is April 1. If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

**Balance Computation Method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**Account Limitations.** For MIMMA accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. Any withdrawal or transfers made on a MIMMA account is subject to a fee if less than the minimum withdrawal as stated in the Rate Schedule. For a Christmas Club account, withdrawals may be subject to a fee. For all accounts, you may be charged a fee as disclosed in the Fee Schedule if you close your account within the first six (6) months of account opening.

**National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund as set forth by the National Credit Union Association.

**Joint Account Agreement** (if applicable). The Credit Union is hereby authorized to recognize any of the signatures subscribed on the signature card in the processing of payments or the transaction of any business for this account. The joint owners of this account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, 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. Any or all said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans. The right or authority of the Credit Union under this joint account agreement shall not be changed or terminated by said owner or any of them except by written notice to the Credit Union, which shall not affect transactions theretofore made.

### CHECKING

**Account Agreement with Overdraft Transfer.** I/We the member(s), jointly and severally, hereby agree to the terms and conditions of this Checking Account Agreement as set forth below:

I/We hereby authorize South Carolina National Guard Federal Credit Union, hereafter referred to as Credit Union, to establish a checking account for me/us. The Credit Union is authorized to pay checks (drafts) signed by me (or any of us) and to charge the payment of such checks to the checking account.

I/We agree to the following terms and conditions:

- Only checks and other methods as approved by the Credit Union may be used to withdraw funds from this checking account.
- The Credit Union is under no obligation to pay a check, which exceeds the balance of the checking account. The Credit Union may, however, pay any check and charge the amount of the resulting overdraft, plus a service charge against any other share account from which the person who signed the check is entitled to withdraw shares.

- The Credit Union is not obligated to pay a check on which the date is more than six (6) months old.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.
- Any objection pertaining to any item shown on a periodic statement of the checking account shall be waived unless made in writing to the Credit Union on or before the thirtieth day following the day the statement is mailed or notice of e-statement availability is emailed. Statements are issued monthly, and carbonless checks serve as a record of the original check. Copies of checks are available if needed, for a fee.
- This account will be subject to all fees, charges, rules, and regulations adopted by the Credit Union. We reserve the right to set and/or adjust fees and/or charges imposed on this account. Charges and fees which may be associated with this account are set forth in the Fee Schedule which has been provided and is incorporated into this Agreement. You agree to pay all charges imposed on this type of account. Deduction may be made against the account for any and all charges even if an overdraft results. The Credit Union will not be liable for dishonoring debits to your account as a result of such charges being made against your account. Abuse of this account will result in it being closed.
- If owned by more than one person, this account is subject to the additional terms and conditions of any joint share account in our joint names.
- I/We agree not to date a check later than the date I/we write it. If I/we do, and the item is presented to the Credit Union for payment before its date, the Credit Union may return it unpaid, but the Credit Union will not be responsible if it pays or certifies it.
- All powers of attorney presented to the Credit Union must be in a form and content satisfactory to its counsel. If I/we delegate signing authority on this account to an attorney-in-fact under power of attorney, the Credit Union will not be liable for the payment of debits to the account after revocation of the power unless I/we give the Credit Union actual written notice of the revocation or after death unless the Credit Union has actual knowledge of my/our death(s).
- The Credit Union may discontinue this account at any time for any reason whatsoever. The account may be automatically treated as a closed if the balance is \$0.00 or less for one full statement period.

**Electronic Funds Transfer (EFT).** The following is an OFFICIAL DISCLOSURE STATEMENT which we are required by Federal Regulation E to send to South Carolina National Guard Federal Credit Union members who may have an Electronic Funds Transfer (EFT) transaction (s) affecting their account(s). Please read this notice carefully and file it with your Credit Union papers.

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 get back 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.

If a good reason kept you from telling us, we will extend the time periods.

If you believe that someone has transferred, or may transfer, money from your account without your permission, call 1-800-922-6310, or write to South Carolina National Guard Federal Credit Union, P.O. Box 9366, Columbia, SC 29290. Our business days are Monday through Friday. Holidays are not included.

You may use your accounts to handle the following electronic transfers: (1) direct deposit of payroll deduction, (2) direct deposit of net payroll, (3) share to share transfer, and (4) debit account to pay bills. There are no limitations on the number of these transfers you may make. The dollar amounts of these transfers are limited to your account balances or credit limits.

We will disclose information to third parties about your account or the transfers you make: (1) When it is necessary for completing transfers, (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (3) in order to comply with government agency or court orders, (4) if you give us written permission, or (5) as explained in the separate Privacy Disclosure.

If you have arranged to have direct deposits made to your account at least once every 60 days, you can call us at the above telephone number to find out whether or not this deposit has been made. You will get a monthly checking statement and a quarterly statement.

If you told us in advance to make regular payments out of your account, you can stop any of these payments by doing the following: Call us at the telephone number or write us at the above address in time for us to receive your request three (3) or more business days 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.

If you order us to stop one of these payments three (3) or more business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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, if through no fault of ours, your account does not contain enough

money to make the transfer, if the transfer would exceed your credit limit on your overdraft line, or if circumstances beyond our control prevent the transfer and we have taken reasonable precautions to avoid those circumstances. There may be other exceptions stated in our agreements with you.

1. **Guard Plus Automated Voice Response.** If we approve Guard Plus for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use Guard Plus to:
  - a. Transfer funds from your share and share draft accounts.
  - b. Obtain balance information for your share, share draft, money market, certificate, loan, IRA, and Christmas Club accounts.
  - c. Make loan payments from your share and share draft accounts.
  - d. Determine if a particular item has cleared.
  - e. Verify the last date and amount of your payroll deposit.

Your accounts can be accessed through Guard Plus via a touch-tone telephone only. Guard Plus will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, there may be limits on the duration of each telephone call.

2. **Electronic check conversion/Electronic returned check fees.** If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
3. **Guard Online.** If we approve Guard Online for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your account(s). At the present time, you may use Guard Online to:
  - a. Transfer funds from your share and share draft accounts.
  - b. Obtain balance information for your share, share draft, money market, IRA, Christmas Club, loan, and certificate accounts.

Your accounts can be accessed through Guard Online via personal computer. Guard Online will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, there may be limits on the duration of each access.

- o There is no limit to the number of inquires, transfers, or withdrawal requests you may make in any one day.
- o See Section 5 for transfer limitations that may apply to these transactions.

**Upon successful enrollment in Guard Online you will begin receiving electronic account statements (e-statements) beginning with the next statement cycle. You will no longer receive paper statements unless otherwise requested.**

4. **Guardian Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- o There is no limit on the number of bill payments per day.

5. **Transfer limitations.** For all share accounts, no more than six (6) preauthorized, automatic, telephone, or internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

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6. **Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all atm/debit cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

7. **Governing law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of South Carolina, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

8. **Enforcement.** You are liable to us for any loss, cost, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs, or expenses from your account, without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collections actions.

9. **Automated Clearing House Transactions [ACH].** I understand that SC National Guard FCU may accept on my behalf payments to my account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act. My rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of South Carolina as provided by the operation rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account.

**Provisional Payment:** We may, in our sole discretion, give you a credit for ACH payments before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

10. **Business Account Error Resolution.** In accordance with ACH Rules corporate credit or debit irregularities/discrepancies must be reported within 24 hours of posting to your account in order to reinitiate the entry into the ACH Network.

- o **Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. It is important to note, though, that having a business account relationship with us requires more diligent monitoring of your account than only relying upon periodic statements and notices, particularly as relates to UCC Article 4A. We strongly recommend you monitor your account more than once a day and use (name of your online service) online access or (audio response) to do so. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must provide written notice to us upon discovery of the error and within 24 hours of the transaction occurring. Failure to do so will relieve us of any obligation to reverse the transaction, pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

**IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC TRANSFERS.**

If you think your statement or receipt is wrong, or if we need more information about a transfer listed on the statement or receipt, call us at the above telephone number or write us at the above address as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement or notice of e-statement availability on which the problem or error appeared. We need: (1) your name and account number, (2) a description of the error or the transfer you are unsure about, (3) a clear explanation of why you believe it is an error or why you need more information, and (4) 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 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and we 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 will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### FUNDS AVAILABILITY

**Your Ability to Withdraw Funds.** Our general policy is to make funds from your deposits available to you on the same day that we receive your deposit. Once they are available, you can withdraw funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider that the deposit was made on the next business day that we are open.

**Reservation of Right to Hold.** In some cases, we may not make all of the funds that you deposit by check available to you on the first business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$100.00 of your deposit will be available to you on the first business day. If we are not going to make all funds from your deposit available to you on the first business day, we will notify you at the time the deposit is made. We will also tell you when the funds will be available. If your deposit is not directly made to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice the day after we received your deposit.

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

**Longer Delays May Apply.** Funds you deposit by check may be delayed for a longer period of time under the following circumstances:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You redeposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six (6) months.
- e. 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.

**Special rules for new accounts.** If you are a new member, the following special rules will apply during the first sixty (60) days your account is open.

Funds from deposits of cash, wire transfers, ACH's, 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 ninth business day after the day of your deposit. If your deposit (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

For all other check deposits, the first \$100 will be available immediately. If the check exceeds \$100, the remainder of the check must be deposited. For checks of \$500 or more, the check will automatically be placed on hold.

Any other holds will be at the discretion of the teller and/or management.

**Offline procedures.** When system failure occurs and we are forced to operate offline, the following procedures will apply to all members:

- a. Cash withdrawal limit is \$50.
- b. Personal checks will be deposited with a cash back limit of \$50.

## RATE SCHEDULE

Last Dividend Declaration Date:	Share Account	Christmas Club Account	IRA Account	MIMMA Account	Share Draft Account
	APR: / APY:	APR: / APY:	APR: / APY:	APR: / APY:	APR: / APY:
DIVIDENDS Annual Percentage Rate/ Annual Percentage Yield	Quarterly	Quarterly	Quarterly	Monthly	Monthly
Dividends Compounded	Quarterly	Quarterly	Quarterly	Monthly	Monthly
Dividends Credited	Quarterly	Quarterly	Quarterly	Monthly	Monthly
Dividend Period	Calendar Quarter	Calendar Quarter	Calendar Quarter	Calendar Month	Calendar Month
<b>BALANCE REQUIREMENTS</b>					
Minimum Opening Deposit	\$25.00			\$2,500.00	
Minimum Withdrawal to Avoid a Service Fee				\$250.00	
Minimum Balance to Avoid a Service Fee					\$100.00*
Minimum Balance to Earn the Stated APY				\$2,500.00	
Balance Method	Avg. Daily Balance	Avg. Daily Balance	Avg. Daily Balance	Avg. Daily Balance	Avg. Daily Balance
<b>ACCOUNT LIMITATIONS</b> See Account Limitations section.	Account limitations apply.	Withdrawal limitations apply.	Account limitations apply.	Withdrawal limitations apply.	Account limitations apply.

## FEE SCHEDULE

Membership Fee	\$ 5.00
Statement Copy	\$ 5.00
Stop Payment: Share Draft/Check	\$15.00
Stop Payment: One-Time ACH	\$15.00
Stop Payment: Permanent ACH	\$35.00
Non-Sufficient Funds (NSF)	\$25.00
NSF Paid Item Fee	\$25.00
Returned Mail Fee	\$3.00
Overdraft Fee	\$25.00
Late Loan Payment	Greater of 20% of interest due or \$20.00
Deposit/Loan Payment Item Return	\$20.00
Official Checks - Payable to 3rd Party	\$2.00
Non-member Official Check Issue	\$10.00
Deposit Item Return - 3rd Party	\$5.00
Copies of Official Checks	\$3.00
Copies of Share Drafts/Checks	\$2.00
Dormant Fee (after 12 months of inactivity)	\$5.00/month
Account Research - No Charge if CU error	\$10.00/hour
Account Reconciliation	\$ 10.00/hour
Share Draft Below Minimum Balance	\$ 2.50/month
MM Below Minimum Withdrawal	\$20.00
Early Account Close - within 6 months of opening	\$5.00
Check Printing (share draft account)	Prices vary
Account History Printout	\$ 3.00
Share Account Reactivation	\$ 5.00
Share Draft Account Reactivation	\$ 15.00
ACH Origination Set-up	\$5.00
Outgoing Wire	\$15.00
Incoming Wire	FREE
Federal Express Delivery	\$30.00
<b>Fees Applicable to Club Accounts</b>	
Early Withdrawal	\$ 5.00/withdrawal
Early Account Close	\$ 5.00
<b>Fees Applicable to Guard Card (ATM) &amp; MasterMoney Debit Card:</b>	
Replacement Card	\$ 5.00/card
ATM Inquiry	\$ 1.00/inquiry
Force Post (NSF) Fee	\$ 25.00
Pin Reminder-1st reminder is free	\$ 5.00
Rush Order Fee (Card or PIN)	\$75.00
Instant Issue Debit Card	\$10.00

- Share draft minimum balance requirement applies only to Regular checking accounts. Does not include Student & 55+ accounts.

\*Note: These fees are subject to change with proper notification. Please contact the Credit Union for current Fee Schedule.

# MEMBERSHIP AGREEMENT

**Introduction.** This Agreement, the Rate Schedule, and the Fee Schedule explain the rules which govern your account(s) and account services with us. Please read this Agreement carefully and keep them in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. **The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions, (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations to certain events or transactions permitted by applicable law, and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application and Signature Card or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, and the schedule, as amended from time to time. If you have any questions regarding any term or condition in this Agreement, please ask us before signing the Account Card, any application, or using any of our services.**

## General terms and conditions.

1. **Terms, conditions, and limitations of your relationship with the Credit Union.** The purpose of this section is to state the terms and conditions that apply to all of your accounts, account services, or other relationships with us, including without limitation loans and other services. You understand that the Agreement, terms, conditions, rules, and regulations applicable to your loans and other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this section, the specific terms and conditions of the Subsection will govern our relationship with you.

2. **General definitions.** In this Agreement the words "you" or "your(s)" mean everyone that signs any Account Card or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "We," "us," or "our" means the Credit Union. "Account Card" means any signature card, account change card, or other form required to open or change an account or obtain an account service with us. Share drafts include checks and other instruments drawn on your account(s) or submitted for deposit or collection.

"Access device" means any card, electronic access device and/or any codes, passwords, or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or services.

"Authorized user" means any person who has actual, implied, or apparent authority, or to whom any owner has at any time given any information, access device, or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of the access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

"Check" means an acceptable written "instrument" on your account(s), and includes the term "share draft."

"Instrument" means written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State as set forth in this Agreement.

"Member" means the person(s) who has established their "membership" with us as set forth in this Agreement and applicable law. Each person must deposit and maintain the par value of the required shares to be a member.

"Owner" means the person(s) who have a present ownership interest in the sums on deposit in multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically designated as such in a completed and signed Membership Application and Signature Card.

"Shares" for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise "share(s)" mean all deposits in any share savings, share draft, club, share certificate, revocable trust or custodial account(s), whether jointly or individually held – regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any IRA, tax escrow, irrevocable trust, or fiduciary account in which you do not have a vested ownership interest.

"Transaction" means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

3. **Your agreement with the Credit Union.** All accounts and account services are governed by the terms and conditions in this Agreement and the Schedule; your Account Card(s), account receipts, statements, and certificates; any other application or agreement we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement." This Membership and Account Agreement governs all your accounts and services, including, but not limited to loan services, whether opened now or in the future, except as otherwise specifically provided in this Agreement or other agreement(s) with us. This Agreement may be amended or revised by us at any time and any change in the Agreement shall be effective at the earliest time allowed by law. This Agreement is binding upon all parties hereto and their heirs, successor, assigns, and any other person claiming any right or interest under or through said parties.

a. **Inappropriate transactions.** You warrant and agree that you will not use any Credit Union Accounts or Services, including, but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. The Credit Union may decline to accept, process, or pay any transactions that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including, but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by your or authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

b. **Taxpayer identification numbers and certifications.** Pursuant to the Account Card used to establish your membership with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise.

c. **Transaction limitations and Credit Union's business days.** Except as may be otherwise specifically provided in our Agreements, all transactions after our "daily cut-off time" and made on days that are not our business days as set forth in the Schedule will be treated, transmitted, recorded, etc., as applicable and appropriate if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an un-staffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

4. **Membership benefits and obligations.** Upon approval of your application and the deposit of any required shares, you become a "member-owner" of this Credit Union. As a "member-owner" you are eligible to apply for all Credit Union deposit, loan, and other financial services; and you may vote at all annual or special meetings of the membership if you are 16 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rule established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable, and statutory obligations that may be payable by you to us.

**CROSS-COLLATERALIZATION: To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligations owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This "cross-collateralization" of your obligations applies to all debts regarding your accounts, loans, or otherwise, including, but not limited to each closed-end loan obligation, each advance, under any open-end loan plan, all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the "cross-collateralization of your obligation to us.**

5. **Deposits to your account(s) and instruments cashed.** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to

accept deposits, or by direct deposits, or other electronic funds transfer allowed by us.

**a. Endorsements.** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. All owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any owners. If insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1 ½ inches from the top edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made in the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

**6. Transactions from your account(s).** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Except as otherwise specifically provided in this Agreement or other written agreement(s) with us, all withdrawals shall be made in person or by written order, duly executed or by power of attorney upon a form acceptable to us at our option. You also agree that your account(s) are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.

**a. Restrictions on withdrawals from all accounts.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7), but no more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. If there are sufficient funds to cover some, but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment, or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

**b. Checking accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently, or in greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.

**Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item expect for your signature, the amount, and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.**

**You agree to take precaution in safeguarding your blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks, we will not have any liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.**

**You agree that we may impose a fee as set forth in the Schedule on the payee of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collections system.**

**CHECKS FROM SOURCES OTHER THAN CREDIT UNION**

**APPROVED VENDORS:** Other companies that provide check printing services may not meet the high standards of our approved vendor(s). Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising, or relating from/to: non-payment, returns as no account/insufficient funds or otherwise: or any other processing/payment error with regard to any check that is not printed by our approved vendor(s).

**7. Temporary holds.** To facilitate certain electronic transactions, we may place temporary holds on funds in your account(s). These holds may be for periods of 36-hours or more, and are used to protect the Credit Union. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; therefore, transactions may be processed after the expiration of any such temporary holds and it is your obligation to insure that sufficient funds are on deposit at all times to cover your transactions.

**8. Account rates and fees.** Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in this Agreement. Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

**9. Account access.** You may make deposits, withdrawals, transfers, and other authorized transactions from your account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.

**a. Authorized user(s).** You should exercise caution in providing authority, information, documentation, or access devices to others. All withdrawals, transfers, and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers, or other transactions. You and the person authorized (as defined herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us.

**b. Access to account information.** You agree that all owners, borrowers, and authorized users may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to, information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans, or other services with us. You acknowledge and agree that any owner of a joint account or service or any co-borrower may provide authority to others, who will have access to all such information as to all owners and/or co-borrowers. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans, and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.

**c. Sharing information with co-borrowers, co-signers, owners of collateral pledged, and other lien holders.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection.

**10. Powers of Attorney.** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney present to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals, and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.

**11. Statements.** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners as identified on the

Account Card. If provided electronically, statements will be (1) emailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print, and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

**For checking accounts:** You understand and agree that, when processed by us or our agent(s), the original check or other instrument becomes our property and will not be returned to you. We have no obligation to retain the originals of any checks or other documentation. We, our agent, or another payable through institution may retain copies, which may be available to you for a fee as set forth in the Schedule.

- a. **Your duty of examination:** You understand and agree that the periodic statements are made available to you on the date mailed by us or our agent. You acknowledge and agree that checks and other instruments are also made available to you for your review on the date the periodic statement is mailed or notice of e-statement availability is emailed even though they do not accompany the statement. **You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate. We will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded, or inaccurate transaction or item if: (1) you do not notify us in writing within thirty (30) days of the mailing date or e-statement availability notice emailing date of the earliest periodic statement containing information about or indication of any forgery, alteration, unauthorized signature or transaction, missing signature, improper or missing endorsement, encoding error, or other inaccuracy; or (2) any checks or instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.**
  - b. **Your duty to notify us:** You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within fourteen (14) days of the date that the statement is usually sent by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.
  - c. **Fiduciary Account:** Statements will be provided to the fiduciary upon any trust, custodial, or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery.
12. **Unlawful Internet Gambling and Other Illegal Activities.** In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006, the Credit Union will not open a business account that engages in unlawful internet gambling. SCNG FCU may terminate your account relationship for engaging in unlawful internet gambling or other illegal activities conducted through your SC National Guard FCU account.
  13. **Termination of account(s) and service(s).** We, in our sole discretion, may terminate any of your account(s) or service(s), including, but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account and apply for a new account if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items –transactions not covered by an overdraft plan agreement with us; (6) there is any misrepresentation regarding any account(s) or services(s); (7) the Credit Union incurs any loss relating to any loan(s), account(s), or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any loss, or deem it to be in the best interest of the Credit Union, our members, or our employees; (10) you breach any promise under this Agreement; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; or (12) you refuse or fail to cooperate as provided in this Agreement. We, on our own accord, may place a stop payment on any share draft, item, or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item, or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.
  14. **Duty to cooperate.** You have a duty to cooperate with us and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access, or any other adverse claims.
  15. **Par value requirement.** If your membership account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's Bylaws. Upon termination, the Credit Union may charge a fee as set forth in the Schedule.
  16. **Membership termination.** You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your account(s) or service(s), or your liability on outstanding items or transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement; without notice or further action. Upon termination, no transaction(s) will be allowed.
  17. **Death of an account owner.** We may continue to honor all transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Account Card. If no express beneficiary(ies) is provided, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to it to be provided regarding any right, claim, or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate, or any heir, successor, or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your account(s) before any payment is made. In case of the death of a joint owner, the deposits will be subject to additional provisions of this Agreement.
  18. **Statutory and consensual liens on shares.** By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services you grant us and we impress a lien on any and all funds ("share") in all joint and individual share accounts, regardless of the source of the shares or any owners' contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary. Payment of any sums to a joint owner, beneficiary, or other party will be subject to payment of all outstanding obligations owed to us.

You agree that this lien is impressed as of the first date that any applicable account is opened with us. This lien secures all debts you owe us pursuant to any loan agreements; under this Agreement; arising from any insufficient funds item; fees; costs; expenses; or otherwise. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without notice to any account owner or other party.
  19. **Right to set off.** You agree that the Credit Union at all times retains the common law applicable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.
  20. **Administrative freeze.** You specifically agree that we have the right to place an administrative freeze on any joint or individual accounts to preserve the Credit Union's lien rights, to preserve our right of set off, to comply with legal process, or otherwise without notice to any owner. Such action by the Credit Union shall not violate 11 USC §362, or other applicable law.
  21. **General limitation on Credit Union liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: through no fault of ours, your account does not contain enough money to make the transaction; circumstances beyond our control prevent the transaction; your loss is caused by your negligence or another financial institution; or the money in your account is subject to legal processor other claim. We will not be responsible for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. You agree that the person(s) establishing any account with us are solely responsible for the structure and information provided for the account (e.g., owner(s) name(s), Social Security or other Tax ID Number, trustee(s), custodian(s), etc.); and we provide no advice and make no representations



regarding the structure of any account(s) or other service(s). The Credit Union will not have any responsibility or liability to you or others relating to the dishonor or other return of any check, draft, ACH transactions, or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights; insufficiency of funds; or otherwise.

22. **Binding arbitration. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS OR AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. NEITHER PARTY WILL HAVE A RIGHT TO HAVE A JURY DECIDE ANY CLAIM OR DISPUTE AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE A CLAIM OR DISPUTE IN A CLASS OR REPRESENTATIVE ACTION.**
23. **Member organization or business accounts.** Accounts held in the name of a member, organization, or association for business purposes are subject to the same terms set forth in the Agreement and the following additional rules. The account owners agree to inform us of the persons authorized to transact business on behalf of the business or organization in a resolution acceptable to us. These parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable, and corresponding Account Card until such time as we are informed of changes in a written document signed by any owner, officer, or director of the organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed and be deposited into a business account. Further, if a resolution or Account Card identifies the member/owner as an organization of any type; or if the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees or other requirements.
24. **Multiple party accounts.** Any or all owners can make deposits or withdrawals regardless of contributions. To make withdrawals, an owner must have his or her signature on file with us. If only one owner has signed a signature card, the account may be treated as an individual account. Each owner guarantees the signature of all other owners. We may accept orders, instructions, and requests for future services from any account owner. Any account owner may withdraw funds, stop payment of items, transfer or pledge to us all or any part of the shares in any account. With the exception of share accounts, block, terminate, discontinue, or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders, or instructions by any owner. If there is a dispute between owners, if there is any dispute regarding ownership of an account or any deposit to an account by an owner or a party who we in good faith believe has a right to assert claim or dispute (such as a personal representative of an owner), or if we receive inconsistent instructions, we can suspend or terminate the account(s) and require a court order or require an agreement in writing concerning any transaction on the account(s). Each owner is jointly and severally liable for all returned items, overdrafts, or any other obligations owed to the Credit Union as a result of any transaction(s) on a multiple party account, regardless of the drawer, user, or authorized user who orders or causes said transaction(s).

**We have the right to endorse any drafts, check, or other orders for the payment of money made out to any of the owners. Once endorsed, we can deposit them in the multiple party account, or we can endorse them for deposit by using a stamp to show general endorsement for the account. Each owner appoints the others as his or her agent to endorse, deposit, withdraw, cash and conduct business for the account. Acting as an agent, any owner or owners can endorse a draft, check, or other payment order made out to any other owner or owners of the account and any owner may pledge to use the funds in any account to secure any joint or individual obligation to us. Once endorsed, the money can be taken in cash or deposited into the multiple party account. You agree that any money in this account can be paid to any one or more of the owners. This payment can be made on the orders or instructions of any of the owners, whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability.**

**Rights of survivorship:** You agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account (s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us. **[Once a multiple party account is opened, one owner cannot remove another from the account.]** Further, the Credit Union reserves the right to require any changes to the account be made in writing signed by all account owners.

25. **Uniform Gifts to Minors Act/Uniform Transfer to Minors Act (UGMA/UTMA).** All grantors, custodians, and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a

beneficiary under an applicable UGMA/UTMA, your rights and duties are governed by that Act. You must include the beneficiary's social security number on the signature card. A custodian will not be allowed to pledge the account as collateral for a loan to the custodian. We have no duty to inquire into the use of any funds or purpose of any transaction by the account custodian. Upon death of the account custodian, we may place an administrative freeze on the account until we receive instructions from a person authorized by law to withdraw funds or an appropriate court order. We may require that any successor custodian provide any documentation required to evidence compliance with applicable law(s) to our satisfaction. It is understood and agreed that a successor custodian may be the minor's legal guardian. If there is more than one legal guardian, the Credit Union can accept any such guardian as custodian. Upon acceptance of a successor custodian, no instruction from any other guardian will be accepted. It is agreed that funds deposited into such an account belong to the beneficiary. When the beneficiary reaches the age of majority under the laws of the minor's state of residence, the funds may be paid or withdrawn by the beneficiary without notice or further action by us. If the beneficiary wishes to retain an account with us, the beneficiary can execute a new Membership Application and Signature Card. Any authority to make transactions will then be governed by the new signature card, and the authority of any custodian(s) will be terminated.

26. **Minor accounts.** For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Account Card if the minor can sign his or her own name, but may accept representative signature of the minor's apparent guardian or parent (e.g. "Mary Doe by John Doe, father"). All parties to such an account acknowledge and agree that the minor's apparent legal guardian or parent may make any and all transactions we allow on behalf of a minor. If divorced, separated, etc., only the parent who has been appointed the minor child's legal guardian will have these rights. We may require a minor's signature on the Account Card before a minor can make an individual withdrawal on any account, but are not required to do so. We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire of the use or purpose of any transaction by the minor or any account owner. We will not change the account when the minor reaches the age of majority, unless authorized in writing by all account owners.
27. **NEGATIVE INFORMATION NOTICE: In accordance with the Fair and Accurate Credit transaction Act of 2003 (FACT Act), please be advised that we may report information about your loan or other account(s) to credit bureaus. As a result, late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.**
28. **Privacy Disclosure Statement. South Carolina National Guard Federal Credit Union, your member owned financial institution, is committed to protecting your financial privacy. This notice is required by law and explains how we collect, use, and safeguard your personal financial information.**

**Information we collect and disclose about you.** We collect non-public personal information about you from the following sources:

- Information we receive from you on applications and other forms.
- Information about your transactions with us and others.
- Information we receive from a consumer reporting agency.
- Information obtained when verifying the information you provide on an application or other forms.
- This may be obtained from current or past employers or from other institutions where you conduct financial transactions.

We may disclose all the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions, with which we have joint marketing agreements. To protect your privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of the information we provide. We do not permit these companies to sell the member information we provide to the other third parties.

In order to conduct the business of the Credit Union, we may also disclose non-public personal information about you under other circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of the Credit Union, follow your instructions as you authorize, or protect the security of our financial records.

If you terminate your membership with South Carolina National Guard Federal Credit Union, we will not share information we have collected about you, except as permitted or required by law.

**How we protect your information.** We restrict access to non-public personal information about you to those employees who have a specific business purpose in utilizing your data. We maintain physical, electronic,

and procedural safeguards that comply with federal regulations and leading industry practices.

Should you have any questions or to request to be excluded from disclosures to third party companies, please contact us at 1-800-922-6310.

## ELECTRONIC COMMUNICATIONS AGREEMENT

### TERMS AND CONSENT APPLICABLE TO ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-MAIL"), FACSIMILE, AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS.

- 1. Agreement.** You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s).") You have a right to receive a paper copy of any of the electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, call, write or email us as set forth in the Schedule.
- 2. Equipment and software requirements.** To access Guard Online, our home banking services, and retain documents, agreements, and disclosure electronically you need a computer with a modem, and you will need to use the following computer software and hardware: Internet Explorer 4.0 or above, Netscape Navigator 4.0 or above or equivalent software; and hardware capable of running this software. Use and access to our online/electronic banking services requires the use of a browser that supports SSL and Cookies. You are responsible for the set-up and maintenance of your home computer and modem which supports the encryption requirements of our home banking system.

These are the present minimum requirements that are required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access – e.g., dial-up connection vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

By requesting any electronic funds transfers, home banking, or other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

**Performance of electronic service and warranty.** In no event will we be liable to you for any consequential, incidental, or indirect damages arising out of the use, misuse, or inability to use our services, or for any loss of any data even if we have been informed of the possibility of such damages. **FURTHER, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, including, but not limited to any online banking services provided to you under this or any other agreement with us.**

*We do not and cannot warrant that Guard Online will operate without errors, or that any or all Guard Online services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Guard Online, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Guard Online.*

**Virus Protection.** We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or uncorrected virus may corrupt and/or destroy your programs, files, and even your hardware.

- 3. Electronic signature.** You consent and agree that your use of a key pad, mouse, or other device to select an item, button, icon, or similar

act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures, or conditions constitutes your signature, acceptance, and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

- 4. Electronic records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain original documents for any period of time. This applies to all documentation including, but not limited to, checks, transaction records, notes, mortgages, deeds of trust, and other loan and/or security documentation. We may store records electronically via imaging, scanning, filming, or other technology used in the financial services industry for the storage of documentation via internal process or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, right, and obligations of the parties pursuant to any such record.
- 5. "E-mail" and facsimile communications.** You acknowledge and agree that the internet is considered inherently unsecured. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us.

Any account owner, co-borrower, or authorized user may change the e-mail address for the statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability, or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or other wise, you may call the Credit Union at the telephone number at the end of this Agreement.

*You expressly consent and agree to us, our agents, or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for the Credit Union, affiliate, or third party services and/or products.*

- 6. Links to other sites.** Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.
- 7. Controlling law and users responsibilities.** Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of South Carolina, which law governs this Agreement. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative and you are solely responsible for the compliance with applicable local laws and regulations.