



Your life. Your money. *Your way.*

TRUTH-IN-SAVINGS DISCLOSURE & ACCOUNT AGREEMENT

2515 Blankenbaker Pkwy. • Louisville, KY 40299 • (502) 968-3681 or (800) 626-2870 • www.parkcommunity.com

Effective Date: January 27, 2021

DIVIDEND RATE SCHEDULE										
ACCOUNT TYPE	DIVIDENDS					BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate	Annual Percentage Yield (APY)	Dividends Compounded	Dividend Credited	Earning Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	
Savings:										
Regular/Miscellaneous	0.05%	0.05%	Monthly	Monthly	Daily	\$5.00	\$200.00	\$200.00	Daily	Account withdrawal limits apply.
IRA	0.05%	0.05%	Monthly	Monthly	Daily	None	None	\$200.00	Daily	
Checking:										
Timeless			Monthly	Monthly	Daily	None	None	\$0.01	Daily	None
\$0.01- \$999.99	0.050%	0.05%	Monthly	Monthly	Daily	None	\$1,000.00	\$0.01	Daily	None
\$1,000.00 – \$9,999.99	0.050%	0.05%								
\$10,000.00 - \$24,999.99	0.100%	0.10%								
\$25,000.00 and higher	0.150%	0.15%								
HI Checking								\$0.01	Daily	None
Tier 1 Bonus Rate \$0.01 - \$10,000	0.846%	0.85%	Monthly	Monthly	Daily	None	None			
Tier 2 Bonus Rate over \$10,000	0.050%	0.05%	Monthly	Monthly	Daily					
Tier 3 Base Rate	0.000%	0.00%	Monthly	Monthly	Daily					
Money Market			Monthly	Monthly	Daily	None	None	\$1,000.00	Daily	Account withdrawal limits apply.
\$1,000.00 - \$4,999.99	0.050%	0.05%								
\$5,000.00 - \$9,999.99	0.050%	0.05%								
\$10,000.00 – 24,999.99	0.100%	0.10%								
\$25,000.00 - \$49,999.99	0.150%	0.15%								
\$50,000.00 - \$149,999.99	0.250%	0.25%								
\$150,000.00 - \$249,999.99	0.349%	0.35%								
\$250,000 and higher	0.399%	0.40%								
Health Savings Accounts	0.050%	0.05%	Monthly	Monthly	Daily	None	None	\$200.00	Daily	None

RATE INFORMATION

The Dividend Rate and Annual Percentage Yield for each account are set forth above. The dividend rate and APY for all accounts may change at any time as determined by the Board of Directors. Fees could reduce the amount you earn in dividends.

COMPOUNDING AND CREDITING

Dividends are compounded and credited as set forth above on the Actual Balance (as defined below) in your account. The dividend period is monthly for all accounts. Dividends are posted following the close of business on the last day of the dividend period. If you close your account before dividends are credited, the accrued dividends will be paid at the time of closure.

MINIMUM BALANCE REQUIREMENTS

To open any account, you must deposit or already have on deposit at least the par value of one full share in a regular savings account. The par value of one full share is \$5.00. The minimum balance required to open each account is set forth above. To earn the entire annual percentage yield disclosed above, you must maintain the minimum daily balance in your account every day. You will not earn dividends for any day that your daily balance falls below said minimum.

BALANCE COMPUTATION METHOD

Dividends are calculated using the method indicated above.

ACCRUAL OF DIVIDENDS ON NON-CASH DEPOSITS

Dividends begin to accrue on the business day you deposit non-cash items into your account, regardless of the availability of the funds.

ACCOUNT LIMITATIONS

The limitations for each account type are set forth above. No more than six (6) transfers or withdrawals per month are permitted from a savings or money market account to any other account owned by the same member at the Credit Union, or to a third party by means of pre-authorized or automatic transfer or telephonic agreement. Any transfers or withdrawals made by check, debit card, ACH, DIAL, Home Banking or similar order and payable to a third party are included in this limitation. In-person withdrawals, requests for checks mailed and payable to you, or transfers for the purpose of repaying loans are excluded from the withdrawal limits. If you exceed these limitations, transactions may be declined or your account may be subject to a fee or be closed.

NATURE OF DIVIDENDS

Dividends are paid from current income and available earnings of the Credit Union, after required transfers to reserves at the end of a dividend period. Dividends are not guaranteed.

NEGATIVE INFORMATION NOTICE

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

DORMANT ACCOUNT

An account will be determined to be dormant if there have been no member activities for a period of 12 months, the balance is less than \$1,000 in combined shares, and the primary member is 18 years of age or older. An account frozen due to death will not be subject to the dormant account fee.

A. REGULAR SAVINGS ACCOUNTS

- Whenever a regular savings account is closed within six months of opening, a closed account fee will be charged before closing the account.
- We reserve the right to close your regular savings account for just cause.
- Deposits placed in a savings account can be held for an unlimited

number of days. Savings accounts are not subject to Funds Availability Policy or Regulation CC.

B. CUSTODIAN ACCOUNTS

Custodian accounts are available when the primary owner is unable to handle their own finances. This applies to minors, court appointed fiduciaries, guardianships, and recipients of Supplemental Security Income (SSI).

Only the custodian has authorization to access funds in a custodian account. Custodian accounts are restricted from using the Shared Branch network. DIAL and Online Banking will allow inquiry only, unless the custodian requests transfer capabilities.

Custodianship on accounts established for minors (court appointed, guardianships, and SSI are excluded) terminates when the minor reaches age 18. It is the custodian's responsibility to arrange for the transfer of property to the actual owner of the funds upon his or her reaching the appropriate age. Thirty days prior to the minor's 18th birthday, a notification will be sent to the custodian instructing them to visit the Credit Union to make arrangements for the funds. The owner will need to meet Customer Identification Program (CIP) requirements in order to convert the custodian account into a general membership, thus providing access to the funds.

C. POD ACCOUNT DESIGNATIONS.

A Payable On Death (POD) account designation is an instruction to Park Community Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetime(s) and, when the last account owner dies, payable to all surviving POD beneficiaries/payees. If there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees. Any POD beneficiary/payee designation will not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

D. CHECKING ACCOUNTS

1. Withdrawals from checking accounts may only be made by means of methods approved by Park Community Credit Union.
2. We are under no obligation to pay a check that exceeds the Available Balance, as defined below, in your account at the time the check is presented to us for posting to your account. We may, however, pay such check pursuant to our overdraft protection plans described below in the Overdrafts section of this Agreement.
3. We may pay a check whenever it is presented for payment, notwithstanding the date or any limitation on the time of payment appearing on the check.
4. When paid, checks become the property of the Credit Union and will not be returned, either with periodic account statement or otherwise.
5. Except for negligence or intentional wrongdoing, we are not liable for any action we take regarding the payment or nonpayment of a check.
6. Any objection respecting any item shown on a periodic statement of the checking account is waived unless made in writing to the Credit Union before the end of 33 days from the statement mail date.
7. All checking accounts are subject to approval by the Credit Union.
8. We reserve the right to close a checking account for just cause.
9. Checking accounts that fail to meet the requirements indicated in the Fee Schedule will be charged a monthly maintenance fee.
10. Fresh Start accounts are restricted checking accounts and require direct deposit from an employer or government agency. If direct deposit is not received within 30 days of opening, or if direct deposit is discontinued, a Fresh Start account will automatically be converted to the Fresh Start II account, which has other terms and conditions. Please refer to the Fee Schedule.
11. Student Checking is a restricted account which has a maximum age of 24. Upon the owner reaching age 25 all Student Checking accounts will automatically be converted to Regular Checking accounts unless we are advised otherwise.

E. HI CHECKING ACCOUNT

1. Interest is paid on the closing daily balance in your account.
 2. Rates are variable and subject to change without notice.
 3. In order to earn dividends on a HI Checking Account, members must meet three (3) requirements:
 - (a) A minimum of one monthly net direct deposit posted during each qualification cycle (payroll deduction does not qualify)
 - (b) Monthly statements must be received electronically (eStatements); and
 - (c) A minimum of 20 debit card transactions (excluding ATM transactions) **totaling at least \$500.00 per month** must be posted within each qualification cycle (starting on the first day of the current month to the last day of the current month).
- ATM surcharge fees will be refunded to the checking account on the last day of the month, with a maximum refund of \$15 per month.
 - If your Actual Balance at the end of the day is greater than \$0 but less than or equal to \$10,000, the Tier 1 Bonus Rate will be paid on your entire balance.
 - If your Actual Balance at the end of the day is greater than \$10,000, the Tier 1 Bonus Rate will be paid on the Actual Balance up to \$10,000, and the Tier 2 Bonus Rate will be paid on the portion of your Actual Balance above that amount.
 - If all of the above requirements are not met, the ATM surcharge fees will not be refunded and Tier 3 Base Rate will be paid on the entire Actual Balance in the checking account.

F. YOUR ABILITY TO WITHDRAW FUNDS ON YOUR CHECKING ACCOUNT

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the effective date of the deposit. Once they are available, you can withdraw the funds in cash or use them to make payments from your account.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be your day of deposit. However, if you make a deposit on a day when we are not open, we will consider that the deposit was made on the next business day that we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive 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. The first \$225.00 of your deposit however, may be available on the first business day. These delays will only apply to funds deposited in transaction accounts as defined by Regulation D.

If all of the funds from your deposit will not be made available on the first business day after we receive a deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds that you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a 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 state 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 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the effective date of the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,525 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 \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Deposits at ATMs

All deposits (cash or check) made at an automated teller machine (ATM) will be subject to the hold guidelines set forth by Regulation CC.

Foreign Checks

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed in the same manner as those drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions on which they are drawn.

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

G. PAYMENT TRANSACTIONS

There are several types of payment transactions. Each type of payment transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- Checks. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day.
- ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and paid.
- Point of Sale (POS) Debit Card PIN Transactions. These are transactions where you use your debit card and you may enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- POS Signature Debit Card Transactions. These are transactions where you make a purchase with your debit card and you do not enter your PIN, but you may be asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization

for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your Available Balance. Authorizations are deducted from your Available Balance but not your Actual Balance or Adjusted Available Balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of how certain types of transactions are posted. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

H. OVERDRAFT POLICY

When an account has insufficient Available Balance, or Adjusted Available Balance (described below) at the time a payment transaction is presented to us, the transaction may be paid anyway (an overdraft) or it may be returned and declined (a non-sufficient fund (NSF) returned item). In either case, a fee may be charged as set forth in our Fee Schedule regardless of the number of times a transaction is submitted or resubmitted to the Credit Union by the merchant for payment.

We want to educate you on the options for overdraft coverage available in the event your checking account does not contain sufficient Available Balance or Adjusted Available Balance to cover a payment transaction or withdrawal. We have several ways these transactions can be covered:

1. We can set up an Account Transfer from a regular savings account, and funds will be transferred to cover the transaction that would overdraw your checking account. Funds are required to be available in the savings account at the time of transfer, and there may be a fee for the transfer as defined in our Fee Schedule. This option avoids an NSF or courtesy overdraft fee for a purchase or transaction that might otherwise overdraw your account.
2. You can apply for a small, unsecured Personal Line of Credit that would be available to cover any transaction that might overdraw your account. You are required to pay any interest accrued on the funds that are transferred from a Personal Line of Credit to your checking account to cover the transaction that will overdraw your account. All applicants must meet underwriting guidelines before any Personal Line of Credit will be approved. This option avoids an NSF or courtesy overdraft fee for the clearing purchase or transaction that might otherwise overdraw your account.
3. We also have our Courtesy Overdraft Protection, in which we will strive to pay check and auto draft (ACH) items for you when there are not sufficient funds in your Available Balance. This service comes standard with all qualifying checking accounts (excludes custodian, trust, and estate accounts). When possible, in the Credit Union’s sole discretion, we may pay an item even though it takes your account’s Available Balance negative.

It is the obligation of the institution to operate in accordance with all safety and soundness standards, therefore, a continual evaluation of all accounts is performed to determine if it is financially sound to honor items that may cause an overdraft situation for a particular account. The account criteria evaluated are:

- Age of Account
- Deposit Balances
- Deposit Regularity
- Previous Overdraft Activity
- Account Status relating to any legal or administrative order or levy
- Status of Loan Obligations with the institution

We also offer Courtesy Plus Overdraft Protection, for which you must affirmatively consent, which extends this protective feature to your everyday debit and ATM transactions. If you choose to request this service, and there is not sufficient Available Balance or Adjusted Available Balance at the time a debit card transaction is authorized or an ATM transaction is executed, then we will strive to pay those everyday debit purchases and ATM transactions. You will be charged a fee as defined in our Fee Schedule for each posted transaction that overdraws your account.

Even though we offer these overdraft protection programs, we are not obligated to pay any items, defined as checks, ATM withdrawals, Point of Sale (POS) or debit card transactions, preauthorized debits, or any other electronic transactions presented for payment, if the account does not contain sufficient Available Balance or Adjusted Available Balance at the time the transaction is authorized or posted. We may assess a fee whether we choose to pay such a transaction or not, and we are not obligated to provide prior written notice of the decision to make or refuse payment. Should a payment transaction be posted in an amount exceeding the Available Balance or Adjusted Available Balance in the account at the time of posting, pursuant to this account agreement, the account holder is immediately responsible for the amount of any overdraft and applicable fees.

We will not assess more than six (6) NSF and/or courtesy overdraft fees in a calendar day, per checking share. It is the obligation of the account holder to keep the account in good standing with the Credit Union and to bring the account to a positive Actual Balance immediately should an overdraft situation occur that causes the Actual Balance to go negative, without notice or demand from us.

Your checking account has three kinds of balances:

- **Actual Balance** is the full amount of all deposits to your account, without regard for any part of a check deposit that may be on hold until it clears, less payment transactions that have actually posted to your account.
- **Available Balance** is the actual balance less holds on deposited funds and less debit card payment transactions that have been authorized by us but have not yet posted to your account.
- **Adjusted Available Balance**, used only for the purpose of evaluating the assessment of an overdraft fee at the time of posting of a signature based debit card transaction, is your actual balance minus only check deposit holds or other general purpose holds (such as garnishments or levies). Pending signature based debit card payment transactions are not calculated as part of the Adjusted Available Balance.

Debit card transactions are authorized based on Available Balance at the time of authorization. **We use your Available Balance to determine whether sufficient funds are available when checks, ACH transactions, and POS debit card PIN transactions attempt to post to the account. Your Adjusted Available Balance is used when authorized signature based debit card transactions post to the account.**

Importantly, you may still overdraw your account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make. This may happen in many different scenarios: for example, because your Available Balance and Adjusted Available Balance do not reflect outstanding checks and automatic bill payments (or other outstanding transactions) that you have authorized but that have not yet posted to your account, or because a later POS debit card PIN transaction or ATM transaction, which posts and withdraws money from your account

immediately, draws your Available Balance and Adjusted Available Balance negative before outstanding POS signature based debit card transactions that were authorized positive actually post.

The following is an example of how fees are assessed on the account as it relates to Courtesy Overdraft Protection.

Description	Transaction	Actual Balance	Available Balance	Adjusted Available Balance
Day 1				
Opening Balance		\$50	\$50	\$50
Restaurant Debit Card Authorization	(\$40)	\$50	\$10	\$50
Day 2				
Check Posts	<\$30>	\$20	(-\$20)	\$20
Overdraft Fee	<\$32>	<\$12>	(-\$52)	(-\$12)

In the table above, we assume an account has \$50 actual, available, and adjusted available balance. If you were to use your debit card at a restaurant and sign for a \$40 transaction, as opposed to entering your PIN, we will reduce your Available Balance by \$40, so you will have \$10 of Available Balance, but your Actual Balance and your Adjusted Available Balance will still be \$50. If a check for \$30 posts to the account, then you will be charged an overdraft fee (provided you have Courtesy Overdraft Protection) because your Available Balance is only \$10 and not enough to cover the check.

If the debit card transaction posts later that day (provided you have opted-in to Courtesy Plus Overdraft Protection), you will be charged another overdraft fee because your Adjusted Available Balance is not enough to pay the debit card charge of \$40 at the time it posted to your account, even though the Available Balance was sufficient to pay the charge at the time it was authorized. This is because the intervening check payment reduced your Adjusted Available Balance.

If you would prefer that we not honor any items when there are not sufficient funds in the account, you may opt out of this discretionary service (Courtesy Overdraft Protection Standard and/or Plus) by contacting the Credit Union and expressing this preference. If you opt out of standard Courtesy Overdraft Protection, then check, ACH, and bill pay transactions will be declined and returned unpaid, and you will still be charged an NSF fee. You further agree that we may charge an NSF fee each time an item is presented for payment even if the same item or transaction is presented for payment multiple times. If you do not consent to or opt out of Courtesy Plus Overdraft Protection, then we will not authorize every day debit card transactions and ATM withdrawal, and the transactions will be declined, but you will not be charged any overdraft fees.

I. ESTATEMENT

eStatement is a method of receiving your monthly/quarterly account statement via electronic means. An email notification will be sent, to the email address that you provide to us, when your statement is available and you will be able to retrieve your statement once you access your Online Banking account. You will have access up to the past 24 months of statements. Along with your statement you will also receive promotional information and periodic notices electronically. To view your statement, or any of these items electronically, you will need:

- A PC with Internet access
- An email address
- A storage device (if you choose to download your statement for permanent storage)
- An attached printer (if you wish to print your statement for future paper viewing)
- Adobe Acrobat Reader (which can be downloaded free of charge by using the link located within Online Banking).

All new accounts will have access to receive eStatements. To complete the registration process:

1. Login to your Online Banking account

2. Select "eDocuments"
3. Read and accept the e-Sign and eDocument Consent and Disclosure.
4. Complete the fields in the Create or Change Preferences page and select electronic for Notice, Statement, and/or Tax and click Save.
5. Complete the Test Page.

Once you receive your email notification that your statement is available for view, you may access it by following the steps below:

1. Log into Online Banking
2. Click on "eDocuments"
3. Choose "Account Statement" on the statement you want to view.

You may choose to receive your statements via mail/paper form. In order to change your statement election you may either contact us by telephone or in person, or electronically by using the following steps:

1. Log into Online Banking
2. Click on "eDocuments"
3. Click on "My Profile"
4. Choose desired "Delivery Method by Category"
5. Click "Save"

If you have a Hi Checking account and choose to receive your statements by mail/paper form, your account will only earn the TIER 3 Base Rate because not all of the requirements to earn the bonus rate will have been met.

The Credit Union must obtain a valid email address in order for the eStatements to be sent correctly. Please notify the Credit Union if there is any change to your email address. You may update your email address either in person or electronically by using the following steps:

1. Log into Online Banking
2. Click on "eDocument"
3. Type in your updated email address under "My Profile" option and click "Save"

If you wish to obtain paper copies of your statement that is not available online, you may do so by contacting us. A fee will be assessed for these statements, as stated in our Fee Schedule.

J. ARBITRATION

ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT AND YOUR RELATIONSHIP TO PARK COMMUNITY, INCLUDING THE ALLEGED BREACH OF THIS AGREEMENT, WHETHER SUCH DISPUTE, CONTROVERSY OR CLAIM AROSE BEFORE THIS AGREEMENT OR ARISES IN THE FUTURE, WILL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES AND TO THE EXTENT THOSE RULES DO NOT CONFLICT WITH THE TERMS OF THIS ARBITRATION PROVISION. TO THE EXTENT THE RULES CONFLICT, THIS ARBITRATION PROVISION WILL CONTROL. THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. THE JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR(S) WILL HAVE THE POWER TO RULE ON ANY CHALLENGE TO THEIR JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE; EXCEPT THE CLASS

ACTION WAIVER, WHICH WILL BE INTERPRETED AND ENFORCED BY THE COURT.

FOR ANY MEMBER RESIDING IN THE COMMONWEALTH OF KENTUCKY, THE ARBITRATION WILL BE HELD IN KENTUCKY, AT A LOCATION MUTUALLY AGREED UPON BETWEEN YOU AND PARK COMMUNITY, OR IF THERE IS NO AGREEMENT, THEN AT A LOCATION IN KENTUCKY SELECTED BY THE ARBITRATOR AND NO MORE THAN 50 MILES FROM YOUR RESIDENCE AT THE TIME THE ARBITRATION IS COMMENCED. FOR ANY MEMBER RESIDING OUTSIDE THE COMMONWEALTH OF KENTUCKY, THE ARBITRATION WILL BE HELD AT A LOCATION MUTUALLY AGREED UPON BETWEEN YOU AND PARK COMMUNITY, OR IF THERE IS NO AGREEMENT, THEN AT A LOCATION SELECTED BY THE ARBITRATOR AND NO MORE THAN 50 MILES FROM YOUR RESIDENCE AT THE TIME THE ARBITRATION IS COMMENCED.

THE FEES AND COSTS OF THE ARBITRATION WILL BE ADVANCED BY PARK COMMUNITY. IF YOU RETAIN AN ATTORNEY, THEN YOU WILL BE REQUIRED TO BEAR THE COST OF YOUR ATTORNEY FEES. IF YOU PREVAIL AT THE ARBITRATION, THEN THE ARBITRATOR WILL BE ENTITLED TO REQUIRE PARK COMMUNITY TO PAY YOUR ATTORNEY FEES AND COSTS. HOWEVER, IF PARK COMMUNITY PREVAILS AT THE ARBITRATION, THEN THE ARBITRATOR WILL NOT BE ENTITLED TO REQUIRE YOU TO REIMBURSE PARK COMMUNITY FOR ITS FEES AND COSTS.

ARBITRATION WILL NOT APPLY TO ANY MATTER SUBJECT TO THE JURISDICTION OF THE SMALL CLAIMS COURT OR A COURT OF SIMILAR LIMITED JURISDICTION.

THE ARBITRATOR(S) WILL BE ENTITLED TO AWARD ANY AND ALL RELIEF AVAILABLE TO THE PARTIES IN COURT. THE PARTIES MAY APPLY TO A COURT FOR PROVISIONAL RELIEF, INCLUDING AN INJUNCTION OR ANY OTHER PROVISIONAL REMEDIES.

YOU AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRE ARBITRATION PROVISION IS VOIDABLE BY EITHER PARTY.

YOU HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO PARK COMMUNITY WITHIN 45 DAYS OF YOUR RECEIPT OF THIS AGREEMENT.

K. OTHER

Member Conduct and Limitation of Services: The availability of member products, services and access to the Credit Union's facilities and premises for persons who engage in abusive conduct or behavior or who are not in good standing may be limited. The Credit Union reserves the right to deny or limit services or access to Credit Union facilities or premises or to expel a member from membership with the Credit Union in accordance with state and federal law and the bylaws and policies of the Credit Union. Our Member Conduct and Limitation of Services Policy can be found at www.parkcommunity.com.

Legal Process: You agree that we may debit your account for charges and costs in connection with the production of statements, items or other documents in connection with subpoenas, court orders, levies, garnishments or other instruments of legal process, including attorney fees, to the extent not otherwise prohibited by law.

Contractual Lien: In addition to any lien we have as a matter of law, you grant us a contractual lien on any and all funds deposited or maintained in any account in which you have an interest, to the extent of any loans made to you and any other obligation of yours which you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the Federal Truth-in-Lending Act. You agree that, if any such account is a joint account, the entire amount in such account will be subject to our lien and will secure the indebtedness of each joint owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such account against the indebtedness of any joint owner owing to us, notwithstanding the interest of any other joint owner in the account, and without notice. You agree to hold us harmless for expenses and costs, including attorney fees, which we may incur in enforcing our right to exercise our lien against the indebtedness of any one or more joint owners, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset which may exist results in there being insufficient funds in the account to honor such items. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness which you may owe to us whether as a borrower, co-maker, guarantor or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien will not be construed so as to permit the modification of any claims we may have under 11 U.S.C. §1322(b) (2), and to the extent that this lien is so construed, it will be void.

Attorney Fees: Except as provided in the arbitration provision above, Park Community will be entitled to recover its attorneys' fees and costs in any action or proceeding to enforce its rights or your obligations under the terms of this Account Agreement.

Miscellaneous: All accounts are subject to our right to require 60 days' advance notice to withdraw funds. Accounts are subject to such other terms, conditions and service charges as the Credit Union may establish from time to time. All accounts are restricted from using the Shared Branch network for the first six (6) months of membership. The Credit Union will not process transactions that violate the laws of the United States.

