



## TRUTH-IN-SAVINGS DISCLOSURE & ACCOUNT AGREEMENT

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

Effective Date: March 1, 2023

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	0.150%	<b>0.15%</b>	Monthly	Monthly	Daily	\$5.00	\$200.00	\$200.00	Daily	Account withdrawal limits apply.
IRA	0.150%	<b>0.15%</b>	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%	<b>0.05%</b>								
\$1,000.00 - \$9,999.99	0.050%	<b>0.05%</b>								
\$10,000.00 - \$24,999.99	0.100%	<b>0.10%</b>								
\$25,000.00 and higher	0.150%	<b>0.15%</b>								
HI Checking								\$0.01	Daily	None
Tier 1 Bonus Rate \$0.01 - \$10,000	1.833%	<b>1.85%</b>	Monthly	Monthly	Daily	None	None			
Tier 2 Bonus Rate over \$10,000	0.050%	<b>0.05%</b>	Monthly	Monthly	Daily					
Tier 3 Base Rate	0.000%	<b>0.00%</b>	Monthly	Monthly	Daily					
Money Market			Monthly	Monthly	Daily	None	None	\$1,000.00	Daily	Account withdrawal limits apply.
\$1,000.00 - \$4,999.99	0.300%	<b>0.30%</b>								
\$5,000.00 - \$9,999.99	0.300%	<b>0.30%</b>								
\$10,000.00 - 24,999.99	0.349%	<b>0.35%</b>								
\$25,000.00 - \$49,999.99	0.449%	<b>0.45%</b>								
\$50,000.00 - \$149,999.99	0.995%	<b>1.00%</b>								
\$150,000.00 - \$249,999.99	0.995%	<b>1.00%</b>								
\$250,000 and higher	1.094%	<b>1.10%</b>								
Health Savings Accounts	0.150%	<b>0.05%</b>	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.

### ACCURAL 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

1. Whenever a regular savings account is closed within six months of opening, a closed account fee will be charged before closing the account.
2. We reserve the right to close your regular savings account for just cause.
3. 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

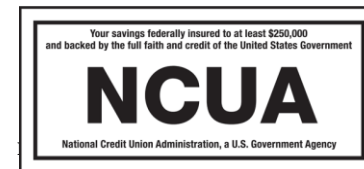
**Member Conduct and Limitation of Services:** The availability of member products, services and access to the Credit Union's facilities and premises for persons who engage in abusive conduct or behavior or who are not in good standing may be limited. The Credit Union reserves the right to deny or limit 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](http://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.



**PARK COMMUNITY CREDIT UNION**  
**ELECTRONIC FUNDS TRANSFER**  
**AGREEMENT & DISCLOSURE**

This Electronic Funds Transfer Agreement and Disclosure is the contract which encompasses your rights and responsibilities, and those of Park Community Credit Union (“the Credit Union”) related to the electronic funds transfer (EFT) services offered to you by the Credit Union. In this agreement, the words “you”, “your”, and “yours” refer to those who sign the application or account card as applicants, joint owners, or any authorized user. The words “we”, “us” or “our” refer to Park Community Credit Union.

The term electronic fund transfer is defined as “any transfer initiated through an electronic terminal, telephone, computer, or magnetic tape to order, instruct, or authorize a financial institution to debit or credit a member account.” The term includes point of sale (POS) transactions, ATM debits/credits/transfers, ACH debits/credits, telephone transfers, Check Card transactions, electronic check conversions, electronic collection of returned item fees, bill payments made via telephone, PC, etc., multi-debit/credit information on mag-tape with composite paper check, and electronic payment of government benefits. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agrees to the terms and conditions of this agreement, as well as any amendments to it, for the EFT services offered.

**EFT SERVICES**

If approved, you may utilize one or more of the EFT services offered by Park Community Credit Union.

**1. ATM Cards**

If approved, you may use your ATM Card and PIN (Personal Identification Number) without surcharge in automated teller machines at Park Community Credit Union or Republic Bank, or at any machine bearing the logo for Alliance One, Money Pass and InterCept. Other ATMs may be used. The location and allowable usage of the automated teller machines shall be determined by and may be changed by Park Community Credit Union at any time without prior notice to the member. At the present time, you may use your ATM card to

- Make withdrawals from your share and share draft accounts.
- Make deposits to your share and share draft accounts at any ATM owned by the Credit Union that accepts deposits.
- Make deposits to your share and share draft accounts at any ATM that accepts foreign deposits.
- Transfer funds from your share and share draft accounts.
- Obtain balance information from your share and share draft accounts.

The following limitations on ATM card transactions may apply:

- Your first seven (7) foreign withdrawals are free. This does not include surcharges from non-Park CCU ATMs.
- Some of the listed services may not be available at all terminals.
- Deposit restrictions may apply to some accounts.

**2. Check Cards**

If approved, you may use your Check Card to purchase goods and services from participating merchants, which includes any business that accepts MasterCard as a form of payment. If you wish to pay for goods or services over the internet, you may be required to provide card number security information before you will be permitted to complete the transaction. Funds for your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection account or loan accounts that you have established with us. If you initiate a transaction that overdraws your account, you agree to make immediate payment to Park Community Credit Union for any overdrafts, together with any service charges. In the event of repeated overdrafts, we may terminate all services under this Agreement. You may use your Check Card and PIN without surcharge in ATMs of Park Community Credit Union or Republic Bank, or at any machine bearing the logo for Alliance One, Money Pass or InterCept. At the present time, you may use your Check Card to

- Make withdrawals from your share and share draft accounts.
- Make deposits to your share and share draft accounts at any ATM owned by the Credit Union that accepts deposits.
- Make deposits to your share and share draft accounts at any ATM that accepts foreign deposits.
- Transfer funds from your share and share draft accounts.
- Obtain balance information from your share and share draft accounts.
- Access your overdraft line-of-credit accounts.
- Make point-of-sale (POS) transactions and/or purchase goods or services in person or by mail, telephone or internet at participating merchants.

The following limitations on the frequency and amount of Check Card transactions may apply

- For security purposes, there are limits on the frequency and amount of transfers available at ATMs.
- You may transfer any amount up to the available balance in your account.

- Some services may not be available at all terminals.
  - Deposit restrictions may apply to some accounts.
- See “Transfer Limitations” for limits that might apply to these transactions.

**3. Online Banking**

Online Banking requires a separate user name and password. A temporary password will be assigned to you when you register for the service. You must use your user name and password to access your account(s). At the present time, you may use Online Banking to

- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared your account.
- Transfer funds from your account to another member with signed authorization.
- View loan and savings rates.
- Apply for loans and accounts.
- Re-order checks.
- Edit your member profile.
- Register for eAlerts.
- Use the message board to communicate with the Credit Union.
- Receive electronic copies of your account statements.

Your accounts can be accessed on Online Banking via personal computer. Online Banking will be available for your convenience 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 or unavailable funds, exceed a credit limit, lower an account below the minimum required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. This service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. See “Transfer Limitations” for limits that might apply to these transactions.

**4. DIAL (Direct Information Access Line)**

DIAL requires that a separate personal identification number (PIN) be assigned to you. You must use your account number along with your PIN to access your accounts. Your accounts can be accessed on DIAL via a touch-tone telephone only. DIAL service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. At the present time, you may use DIAL to

- Obtain balance information for your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Make loan payments from your share and share draft accounts
- Determine if a particular item has cleared your account.
- Transfer funds from your account to another member (with signed authorization).
- Request a withdrawal check from savings.
- Verify deposits and withdrawals.

The following limitations on the frequency and amount of DIAL transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal request you may make in any one day.
- See “Transfer Limitations” for limits that might apply to these transactions.

**5. BillPay**

If approved, Bill Pay will allow you to pay bills 24 hours a day, 7 days a week, to vendors that you indicate. We will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds available in your account being debited for the transaction; we may allow your account to become overdrawn and no additional payments will be processed until account is returned to a positive balance. You must allow sufficient time for vendors to process your payment after they receive the transfer from us. Please allow as much time as if you were sending your payments by mail. We cannot guarantee the time any payment will be credited to your account by the vendor. The Credit Union is not liable for any service fees or late charges levied against you.

**6. Electronic Check Conversion/Electronic Returned Check Fees**

If you pay for purchases or bills with a share draft you may be authorizing a merchant to convert your share draft to an electronic funds transfer. You may also be authorizing those merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transactions after being informed (orally or by a notice posted or sent to you) that the transfer may be processed electronically, or if you sign a written authorization.

**7. Preauthorized EFTs**

- **Direct Deposit.** Upon instructions of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, Park Community Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and share draft accounts. See “Transfer Limitations” for limits that may apply to these transactions.

▪ **Stop Payment Rights.** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment on these preauthorized transfers from your account. You must notify us orally or in writing at least three (3) business days before the scheduled date of transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it was made.

▪ **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to notify you at least ten (10) days before each payment. Such notification must include when the payment will be made and the amount of the payment. You may choose instead to receive this notice only when the payment would differ more than a certain amount from the previous payment, or when the amount would fall outside a certain limit that you would set.

▪ **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop the payment of a preauthorized transfer at least three (3) business days before the transfer is scheduled and we do not do so, we will be liable for your loss or damages. The Credit Union will not be held liable for a stopped payment ACH item that post to your account due to the alteration of data by the originator.

**8. Wire Transfers**

In general, we will accept wire transfer payment orders only if you have signed a Wire Transfer Agreement and an Authorization for Transfer Request Form, have sufficient available funds on deposit in the appropriate account to execute the payment order, and provide valid identification.

The credit union reserves the right to reject a payment order for any reason including, but not limited to: there are insufficient funds in the account from which the funds are to be transferred; the order is incomplete or unclear for any reason; or the account has been open for less than 90 days.

Any electronic funds transfer that we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to the provisions in the Funds/Wire Transfer Agreement, the provisions of the Uniform Commercial Code and Regulation J as enacted by the state where the home office of the Credit Union is located.

**9. Health Savings Account (HSA)**

We permit you (as described below) to access your HSA with an HSA Debit Card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA can raise a variety of tax concerns. Therefore, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA comply with all applicable laws, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provide to you earlier. In the event of a conflict, the HSA Agreement controls. You understand that your HSA is to be used for payment of qualified medical expenses only. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA, nor are we responsible for ensuring your eligibility to contribute to an HSA, or for ensuring that withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA. Use and/or activation of your HSA Debit Card indicates your intention to abide by the Credit Union’s Terms and Conditions under this Agreement.

**ATM Transfers – types of transfers and dollar limitations:** You may not access your HSA account by ATM using your HSA Debit Card. A Personal Identification Number (PIN) will be issued for card activation and POS transactions only.

**Types of HSA Debit Card Transactions:** You may access your HSA to purchase goods or pay for services either in person, online, or by phone, and to do anything that a participating merchant will accept as a signature-based transaction. Transactions will be limited to specific classes of merchants, such as doctors, hospitals, pharmacies, and drugstores.

**HSA Debit Card Transactions Dollar Limitations:**

- You may not exceed the amount available in your HSA.
- There is no limit on the number of transactions; however the dollar amount is limited to \$5,000 per business day.
- In the event of any communication error or other issue that affects the ability of merchants to obtain authorization for a transaction, such transactions will be declined.

**10. Mobile Banking**

▪ **Description of Service.** Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Park Community Credit Union account information, transfer funds and conduct other banking

transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then log in to your Device from the PCCU mobile app. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Park Community Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

- **Use of Service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.
- **Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

- **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
- **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
- **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### **TRANSFER LIMITATIONS**

As an essential matter of security, there are limitations on the frequency and dollar amount of transactions you may make to purchase goods or services from a merchant or company, to make cash withdrawals from a financial institution or ATM, via Online Banking or through use of the

Direct Information Access Line (DIAL) each day. To protect your account against fraud, we do not provide these limitations in this Agreement and Disclosure. If you would like to know the limits that apply to your debit card or ATM card, contact PCCU at (502) 968.3691 or (800) 626.2870.

No more than six (6) transfers or withdrawal 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 preauthorized or automatic transfer or telephonic request. If you exceed these limitations, your account may be subject to a fee or be closed.

#### **CONDITIONS OF EFT SERVICES**

- a. **Ownership of Plastic Cards.** Any card or other device that we supply to you is the property of the Credit Union and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be captured at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. **Honoring Plastic Cards.** Neither the Credit Union nor any merchant authorized to honor the card will be responsible for the failure or refusal to honor your card or any other device we supply to you.
- c. **Foreign Transactions.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected from a range of rates available in wholesale currency markets for the applicable central processing date or the government-mandated rate in effect for the applicable central processing date. We will pass through any international service assessments (ISA) and/or fees. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- d. **Security of Your Personal Identification Number (PIN).** You may use one or more PINs with your electronic funds transfers. The PIN is issued to you for security purposes. **ANY CODES ISSUED TO YOU ARE CONFIDENTIAL AND SHOULD NOT BE DISCLOSED TO THIRD PARTIES OR RECORDED ON OR WITH THE CARD.** You are responsible for the safekeeping of your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts at the Credit Union. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use a PIN may withdraw or transfer funds from any of your accounts. **If you fail to maintain the security of this PIN and the Credit Union suffers a loss, we may, at our discretion, terminate your EFT service immediately.**
- e. **Joint Account.** If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, jointly and severally, shall be responsible for all EFT transactions to or from any savings, share draft, or loan accounts as provided in this agreement. Each joint account owner, without consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint owner.
- f. **Processing.** The Credit Union may find it necessary to temporarily suspend processing of a transaction for greater scrutiny that might result in delayed settlement and/or availability.

#### **MEMBER LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

Tell us AT ONCE if you believe your debit card (including HSA debit cards), ATM card or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way to limit your potential losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your debit card, ATM card, HSA debit card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your debit card, ATM card or PIN, and we can prove we could have stopped someone from using your debit card, ATM card or PIN without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your debit card, ATM card or PIN, has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission (including by check), contact us at: (502) 968-3681 or (800) 626-2870. You may also write to us at:

Park Community Credit Union  
PO Box 18630  
Louisville, KY 40261-0630

#### **MASTERCARD ZERO LIABILITY PROTECTION**

Under MasterCard's Zero Liability Protection, you will not be held responsible for unauthorized transactions made using your MasterCard debit card for purchases made in-store, via a mobile device, over the telephone or online if the following conditions are met:

1. You have used reasonable care in protecting your debit card from loss or theft; and
2. You have promptly reported to Park Community Credit Union when you knew that your debit card was lost or stolen.

MasterCard Zero Liability Protection does not apply to the following (or certain) MasterCard payment cards: Commercial cards; unregistered prepaid cards; or gift cards. For more information, visit <http://www.mastercard.us/zero-liability.html>. Contact Park Community Credit Union for additional consumer protections available under federal regulations to dispute transactions. Certain terms, conditions and exclusions apply.

If you have a dispute about an unauthorized transaction originating from your ATM/Debit card, contact our DISPUTE PROCESSING CENTER at:

Phone number: 1-833-699-0077  
Fax number: 1-678-375-6101  
Mailing Address: PO Box 182477, Columbus OH 43272-4935  
Hours: 24 hours a day, 7 Days a week

**Additional Limit on Liability for HSA Debit Card:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen HSA Debit Card.

#### **FEES AND CHARGES**

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction. (You may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**BUSINESS DAYS** – Our business days are Monday through Friday, excluding holidays.

#### **RIGHT TO RECEIVE DOCUMENTATION**

- a. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, Check card transactions, HSA debit card, audio response transactions, preauthorized EFTs, online/PC transactions, wire transfers, or bill payments that you make will be recorded on your periodic statement. You will receive a statement monthly, unless there are no transactions in a particular month. In any case, you will receive at least a quarterly statement unless you authorize us not to send you statements.
- b. **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- c. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not received a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (502) 968-3681 or (800) 626-2870. This does not apply to transactions occurring outside the United States.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- As necessary to complete transfers;
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In the event we close your account due to a deficit balance or excessive overdrafts;
- In order to comply with a government agency or court order;
- If you give us written permission.

**CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your loss or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If the ATM where you are making the transfer has insufficient cash.
- If the ATM/system was not working properly and you knew about the problem when you began the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If funds in your account are subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- Any other exceptions as established by the Credit Union.



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

Telephone us at (502) 968-3681 or 1-800-626-2870 or write to us at

Park Community Credit Union  
P O Box 18630  
Louisville, KY 40261-0630

as soon as possible if you think your statement or receipt is incorrect, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the **first** statement on which the problem or error appeared. If writing, please include the following information:

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business day after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you 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.

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

We will notify you of the results of our investigation within three business days of completing it. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**OVERDRAFTS**

If your share draft account is a joint account and has overdraft protection from your regular savings account, the regular savings account must also be a joint account. The Check Card is not a credit card. If any withdrawal originated by the use of your Check Card results in the overdraft of your share draft account, you will not be notified before we pay or return an item. You agree to make immediate payment to us for the amount of such overdrafts together with such service charge as set forth in the rules and regulations for your share draft account. If you have overdraft protection with us, you agree that any check, ATM or point-of-sale transaction which overdraws your share draft account will be paid by you under the terms of the agreement previously disclosed.

We may offer a discretionary, non-contractual means of paying your overdrafts. Unless we advise you otherwise, your card allows you to access overdraft protection on your share draft account subject to limits we have established. You agree to repay any overdraft on your share draft account. Unless stated on an ATM's screen, a sign near the ATM, and/or your transaction receipt, your stated account balance does not include this overdraft protection. You understand that even if you check your account balance immediately prior to using your card, items such as checks that you have written or recent credit/debits activities may not have been posted to your account. You may also, for example, have sufficient funds to use your card, but still cause an overdraft due to a check that had not yet been processed. If you wish to avoid an overdraft, you should reconcile your account by checking periodic statements and any outstanding unpaid items before using your card.

**CLOSED ACCOUNTS**

You agree to pay us immediately for the amount of any transactions originated by the use of your Check Card which cannot be charged to your share draft account because it is closed or the funds are otherwise unavailable for withdrawal. In the event that you close your account, you also agree to immediately discontinue use of your card and return it to us.

**OTHER**

**Legal Process:** You agree that we may debit your account for charges and costs related to the production of statements, items or other documents in connection with subpoenas, court orders, levies, garnishments or other instruments of legal process, including attorney's 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 shall be subject to our lien and shall 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's fees, which we may incur in enforcing our right to exercise our lien against the indebtedness of any one or more joint owner, 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 shall not be construed 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 shall be void.

**Enforcement:** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, 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 collection actions.

**MISCELLANEOUS TERMS**

- We have no liability or responsibility if, for any reason, your check card/HSA debit card is not honored by any merchant, company, financial institution, or any other business establishment.
- The agreements, rules and regulations governing your share draft and/or savings account and Check Card will continue to apply to any of your obligations to us and our responsibilities to you which are not covered by this agreement.
- We may rely upon the address appearing on your application for the Check Card/HSA debit card until we receive written notice of a change in such address from you.
- We may modify or amend this agreement, in whole or in part, upon reasonable written notice in compliance with federal laws and regulations.
- If any provision of the EFT Agreement and Disclosure Statement is declared invalid by any court of law or appropriate regulatory body, the remaining provisions of the said document shall not be affected thereby.
- The descriptive headings of the EFT Agreement and Disclosure Statement are for convenience only and shall not control or affect the meaning or construction of any of the provision hereof.
- This agreement will be governed by the laws of the Commonwealth of Kentucky.

**DISCLOSURES REGARDING ELECTRONIC "WHOLESALE CREDIT" TRANSACTIONS SUBJECT TO UNIFORM COMMERCIAL CODE ARTICLE 4A**

**Provisional Payment:**

Credit given by us to you with respect to an Automated Clearing House (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund in the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt of Entry:**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statements we provide you.

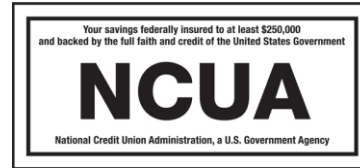
**Choice of Law:**

We may accept on your behalf payments to you account which have been transmitted through one or more Automated Clearing Houses and which area not subject to the Electronic Funds Transfer Act and your right and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

**SAFETY TIPS FOR USING THE ATM**

The automatic teller machine (ATM) provides you with quick, convenient access to your account. By following these important safety tips, you can safely use an ATM whenever you need cash:

- Memorize your Personal Identification Number (PIN). **Do not write your PIN on your ATM card or leave it in your wallet.** Your ATM card can only be used with *your* PIN. If your ATM card is lost or stolen, it cannot be used unless the PIN is provided.
- Keep your PIN a secret. It is for your protection. Someone you trust today may not be trustworthy tomorrow. If you suspect unauthorized use of your card, notify your financial institution immediately.
- Keep your ATM card in a safe place. Protect it as you would cash or a credit card. If it is lost or stolen, notify your financial institution immediately.
- When using the ATM after dark, be sure you are in a well lit area. If someone in the area looks suspicious, choose another ATM in a safer location.
- Have your transactions ready before going to the ATM. Fill out your deposit slip and place your checks or cash in an envelope and seal it before you arrive at the ATM location.
- Have your ATM card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing in front of the ATM.
- Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area at once. Notify your financial institution as soon as possible.
- Stand between the ATM and people waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM.
- Never give information about your ATM account to strangers or inquiries on the telephone. Communicate this information only to your financial institution – *in person*.



# 2023 Fee Schedule

Effective Date: January 1, 2023



No one wants to hear about fees, but you'll find that Park Community has some of the lowest fees around. You'll also notice that many of these fees are avoidable by maintaining an account in good standing. You won't find a better combination of service, rates, and resources anywhere.

Everything you need to live your life your way is at Park Community.

Checking Services		ATM/Debit/HSA Fees & Charges		Savings Program	
Fee Type	Fee	Fee Type	Fee	Fee Type	Fee
<b>Regular Checking</b> (Avoid this fee by maintaining the daily minimum balance of \$200 in combined deposits or if you have a loan/credit card relationship.)	\$5.00/mo	<b>ATM/Debit Card Replacement Fee</b> Standard Shipping (7-10+ business days) Quick Ship to Park (Guaranteed 5 business days) Quick Ship to Member (Guaranteed 5 business days, requires signature.)	\$5.00 \$50.00 \$60.00	<b>Savings Maintenance Fee</b> (Charged to members with a savings account relationship only (includes Regular, Holiday, Vacation, and Additional Savings), a minimum combined daily balance below \$200, and no other services with Park Community. Fee waived the first 6 months of membership, for members under 18 and over 65, and if you have a loan/credit card or paid off a loan/ closed a credit card within the last 6 months.)	\$5.00/mo
<b>Fresh Start Checking</b> With Direct Deposit Without Direct Deposit	\$12.00/mo \$15.00/mo	<b>HSA Card Replacement Fee</b> Standard Shipping (7-10+ business days)	FREE	<b>Check Cashing Fee-Savings relationship only</b> (Charged if member has no Park Community loans or less than \$200 in combined savings and certificates. Waived for ages under 18 and over 65.)	\$5.00/check
<b>Next Step Checking</b> (Maintenance fee.)	\$9.00/mo	<b>ATM Card Monthly Fee</b> (With Checking relationship.)	\$1.00	<b>Closed Account Fee</b> (If account is closed within 6 months of opening.)	\$10.00
<b>Copy of Check</b>	\$5.00	<b>ATM Card Monthly Fee</b> (With Savings relationship only.)	\$6.00	<b>Holiday Savings Early Withdrawal</b> (Waived from first business day in October – January 31.)	\$8.00
<b>Stop Payment Fee</b>	\$32.00	<b>ATM/Debit Card Usage Fee</b> (First 7 are free each mo. – includes Alliance One, Republic Bank, Money Pass, and Intercept transactions - does not include foreign ATM surcharge.)	\$1.00 per use	<b>Share Certificate Early Withdrawal Penalty Fee</b> (Charged to members who withdraw from a share certificate prior to the scheduled maturity date that were opened after January 1, 2016 or renewed after June 5, 2018. Please refer to your Truth-in-Savings Disclosure for early withdrawal penalties that apply to share certificates opened prior to January 1, 2016.)	\$25.00 plus 1/2 of dividends that would have been earned from the date of withdrawal to the maturity.
<b>NSF Items</b> (Includes returned checks, pre-authorized debits/ACH originations & ATM/Debit card overdrafts.)	\$32.00 Per Presentment	<b>International Transaction Fee</b> (Fee will be based on transaction amount.)			
<b>Courtesy Overdraft Fee</b> (Per item paid.)	\$32.00				
<b>Overdraft Transfer Fee</b> (Charged when money is transferred from savings to checking to cover an overdraft. Each month, the first 2 transfers are free.)	\$5.00 / Transfer				
<b>Temporary Checks</b> (8 checks.)	\$3.00				

Money Market Program		Miscellaneous Fees & Charges			
Fee Type	Fee	Fee Type	Fee	Fee Type	Fee
<b>Below Minimum Withdrawal Fee</b> (Applies to withdrawals less than \$250.)	\$10.00/ occurrence	<b>Dormant Account Fee</b> (Charged to members who have an inactive account relationship for 12 months and a combined daily balance below \$1,000 (Excludes Share Certificate, Health Savings Accounts, IRA Certificates, IRA Savings, and Educational Savings Accounts). Fee waived for members under age 18.)	\$7.00/mo.	<b>Shared Branch Excessive Withdrawals (or cash back)</b> (First 4 withdrawals (or cash back) per month are free.)	\$5.00/each
<b>Over Transaction Limit</b> (Applies to withdrawals in excess of 6 electronic withdrawals in a calendar month. Combination of transfers, ACH debits, & a maximum of 3 checks. In person withdrawals or requests for checks to be mailed are not included in the maximum allowed.)	\$10.00/ occurrence	<b>Cashier's Check Fee – Member</b>	\$5.00	<b>Official Park Check</b>	\$2.50
		<b>Cashier's Check Conversion Fee – Non-Member</b>	\$9.00	<b>Statement Copy</b>	\$5.00
		<b>Research/Reconciliation</b> (By appointment only.)	\$15.00/ hour	<b>Wire Transfer – Incoming</b>	\$10.00
		<b>Returned Foreign Deposit</b> (Items drawn outside the United States.)	\$32.00	<b>Wire Transfer – Outgoing</b>	\$20.00
		<b>Foreign Deposit</b> (Deposits from outside the United States.)	\$12.00	<b>Wire Transfer – International</b>	\$40.00
		<b>Returned Deposit Fee</b> Drawn on Member's acct at another F.I. Drawn on third party's account	\$32.00 \$15.00	<b>Overnight Deliver Fee</b>	\$17.50
		<b>Convenience Payment</b> (Via telephone)	\$10.00	<b>Skip-A-Month</b> (Not available on all loan products.)	\$25.00 per skip
		<b>Mailed Statement Fee</b> (Fee waived for members under the age of 18 and over the age of 65 or members with a Timeless checking account.)	\$1.00	<b>Returned Mail Fee</b>	\$10.00

Safe Deposit Box	
Fee Type	Fee
<b>2x5 Safe Deposit Box</b>	\$25.00 / year
<b>3x5 Safe Deposit Box</b>	\$30.00 / year
<b>5x5 Safe Deposit Box</b>	\$35.00 / year
<b>3x10 Safe Deposit Box</b>	\$40.00 / year
<b>5x10 Safe Deposit Box</b>	\$50.00 / year
<b>6x10 Safe Deposit Box</b>	\$60.00 / year
<b>8x10 Safe Deposit Box</b>	\$85.00 / year
<b>10x10 Safe Deposit Box</b>	\$100.00/year
<b>Safe Deposit Box Drilling / Re-Keying Fee</b>	\$125.00 / occurrence



**FACTS**
**WHAT DOES Park Community Credit Union DO WITH YOUR PERSONAL INFORMATION?**
**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit score

When you are no longer our member, we continue to share your information as described in this notice.

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information, the reasons Park Community Credit Union chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Park Community share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes—</b> to offer our products and services to you	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions?**

Call (502) 968-3681 or go to [www.parkcommunity.com](http://www.parkcommunity.com)

## Who we are

Who is providing this notice?

Park Community Credit Union

## What we do

How does Park Community CU protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Park Community CU collect my personal information?

We collect your personal information, for example, when you

- open an account or make a deposit
- pay your bills or apply for a loan
- use your debit or credit card

We also collect your personal information from others, such as credit bureau or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Park Community Credit Union has no affiliates.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Park Community Credit Union does not share with nonaffiliates so they can market you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance companies, an investment advisor, and financial product or service marketing companies.*

## Other important information