ST. LOUIS COMMUNITY CREDIT UNION ACCOUNT AGREEMENT AND DISCLOSURES

Effective June 17, 2021

TABLE OF CONTENTS

Membership and Account Agreement 2

Arbitration and Class Action Waiver Agreement 9

Overdraft Services Policy 11

Electronic Fund Transfers Agreement and Disclosure 16

Funds Availability Policy Disclosure 19

Truth in Savings 20

Privacy Notice 21



Contact Us:

Phone Numbers *(all branch locations)*
314 534 7610
1 866 534 7610 toll free

Website
www.stlouiscommunity.com

Email Address
info@stlouiscommunity.com

St. Louis Community Credit Union

MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you by St. Louis Community Credit Union (SLCCU). In this Agreement the words "you" and "yours" mean those who sign the Membership Application. The words "we," "us," and "our" mean St. Louis Community Credit Union. The word "account" means any one or more share or deposit accounts you have with St. Louis Community Credit Union, including savings accounts, Daily Interest Investment Account (Money Market), checking accounts, and Share Certificate accounts, as applicable.

By signing the Membership Application that is a part of this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Account Agreement, the Fee Schedule accompanying this Agreement, and St. Louis Community Credit Union's bylaws and account policies, which collectively govern your Membership and Accounts. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. Please note that this Agreement contains a binding Arbitration and Class Action Waiver Agreement which affects your rights with respect to any claims or disputes by or against us. Please closely review the Arbitration and Class Action Waiver section of this Agreement. You may opt-out by following the specified process within the specified timeframe.

Membership — To be eligible for membership in St. Louis Community Credit Union, you must be an individual qualifying within the Credit Union's field of membership and must purchase and maintain at least one share ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including consumer reporting agencies and credit reporting agencies, to obtain copies of your credit report, and to verify your eligibility for the accounts and services you request.

Individual Accounts — An individual account is an account owned by one (1) member (individual or other organization) qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary.

Joint Accounts — A joint account is an account owned by two (2) or more persons.

a) **Rights of Survivorship** — A joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b) **Control of Joint Accounts** — Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, stop payment on items without the consent of the other owner(s) or open and close accounts. We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c) **Joint Account Owner Liability** — If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

Payable on Death Designations — If the Account designation shows a payable on death (POD) status, any Beneficiary has rights to the Account only if alive and only if you and any joint owners are deceased. Upon your death and the death of any joint owners, the funds on deposit will be paid to the beneficiary(ies) on record. To the extent permitted by law, any Accounts that are subject to a payable-on-death status will be governed by the Missouri Revised Statutes, RSMo Chapter 461, Non-probate Transfers Law as set forth herein. Any amounts on deposit are first subject to final settlement of all amounts owed to the Credit Union by you, and then any remaining funds on deposit will be paid to the surviving beneficiary(ies) on record as the complete settlement of the Account in question. If, however, none of the payable-on-death beneficiaries you named are alive at your death, the funds will be paid to the party or parties as required by applicable law. It is the responsibility of all Account owners to determine any legal effects of opening and maintaining an Account with payable-on-death status.

Accounts for Minors — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned

item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

Representative Payee Accounts — At our option, we may accept deposits in accounts established in a member's name and for the member's benefit by an individual appointed as a Social Security Administration or Veterans Administration "Representative Payee." Funds in a Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits, including direct deposits from the Social Security Administration and Veterans Administration, that we may permit withdrawals from the account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration or Veterans Administration governing such accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations otherwise set forth in this Agreement, and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the account. You agree that, if any deposit to an account is subsequently reversed, whether by the Social Security Administration, Veterans Administration, or otherwise, we may transfer funds in other accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Representative Payee Account or any other account designated for the receipt of government benefits.

Accounts for Non-Profit Organizations — Accounts held in the name of an organization are subject to the same terms set forth in this Agreement and the following additional rules. The account owners agree to inform the Credit Union of the persons authorized to transact business on behalf of the organization. The Credit Union may rely on the account owner's written authorization until such time as the Credit Union is informed of changes in writing. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has written notice of any wrongdoing.

Account Upgrades — We offer several types of youth programs to help get young people started on a healthy financial path and keep them moving in the right direction. Accounts with an age restriction, such as our Smarty Kids Club Account (designed for children ages 12 and under), our Journey Account (designed for ages 13 to 17) and our Ascend Student Checking Account (designed specifically for young adults ages 16 to 23), may be upgraded to the subsequent age-appropriate account. You will receive notification of an upgrade by mail at your last known address.

Share Certificates — Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Share Certificate Truth In Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

Power of Attorney — We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

We also reserve the right to restrict the types or sizes of transactions we will permit an Attorney-in-Fact to conduct on a case-by-case basis and may require the Attorney-in-Fact to present the complete original or certified copy of the Power of Attorney before conducting.

Termination of Account — We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

Termination of Membership — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law, bylaws of the Credit Union, or Credit Union policy.

As set forth in the Credit Union Bylaws, membership is the purchase and maintenance of at least one membership share. The Credit Union reserves the right to close memberships when the minimum balance requirements are not maintained and inactivity takes place for at least 90 days consecutively. You may be required to re-apply and re-qualify to reinstate your membership.

Death of Account Owner — We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us

for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Dormant Accounts — If your account falls below any applicable minimum balance and you have not made any transactions in six (6) months, we may classify your account as dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the St. Louis Community Credit Union Fee Schedule, for processing your dormant account. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Limitation of Access — We may limit services and/or access to your accounts, including through Online Banking, if your account is not in good standing, you are delinquent on a loan, or your account has a negative balance. We may also limit services and/or access to your accounts for abusive or harassing behavior towards Credit Union staff.

Account Rates and Fees — The Credit Union's payment of earnings on any account is subject to the account's rates, fees, earnings, and payment and balance requirements as set forth on the Rate Schedule, Fee Schedule and each Share Certificate, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate Schedule and Fee Schedule have been provided to you separately. You agree that the Rate and Fee Schedules may change from time to time, and you will be notified of such changes as required by law.

Severability — If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

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

Governing Law — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, including applicable principles of contract law, regulations in the state of Missouri, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which St. Louis Community Credit Union is located.

Credit Union Lien/Security Interest — We shall have a statutory lien on all of your shares, share certificates, deposits, deposit certificates, share draft and checking accounts and the dividends payable thereon, whether individually or jointly held, for and to the extent of any obligation you have to the Credit Union, including, but not limited to, any loan made to you and any obligation you have to the Credit Union as a co-maker, co-signer, guarantor or endorser, of any fee, charge, dues or fines of any kind payable by you to the Credit Union. This lien shall be deemed a perfected lien for all shares on deposit at the Credit Union. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your account(s) to pay any debt or amount now or hereafter owed the Credit Union, except for obligations of your residence, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Accounts or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time. These rights are in addition to any pledge, right of set-off or any other right the Credit Union may have in these shares.

Legal Process — If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

Credit Union Liability — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: 1) your account contains insufficient funds for the transaction; 2) circumstances beyond our control prevent the transaction; 3) your loss is caused by you or another financial institution's negligence; or 4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor.

We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited

funds, to rely exclusively on the form of the account and the terms of this Agreement.

DEPOSIT REQUIREMENTS

Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a) **Endorsements** — We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

b) **Collection of Items** — We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

c) **Credit Union Examination** — We may disregard information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

d) **Post-Dated and Stale-Dated Checks** — We may pay any check without regard to its date. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account which is presented more than six months past its date.

e) **Final Payment** — All non-cash items deposited to your account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice at any time, for the amount of the returned item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your Account.

f) **Direct Deposits** — The Credit Union may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or pre-authorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least 30 days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or preauthorized transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon filing bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

g) **Crediting of Deposits** — Deposits received at our offices on business days before the deposit cutoff time will be credited to your account as of the day of the deposit. Deposits made after the deposit cutoff time, deposits made at Automated Teller Machines, and deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed teller locations such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Deposits may be subject to the Funds Availability Policy as referenced in this Agreement.

ACCOUNT ACCESS

a) **Authorized Signature** — Your signature on the Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

b) **Access Options** — You may make withdrawals or transfers from your account in any manner which is permitted and within established access limits by the Credit Union (e.g., Automated Teller Machines (ATMs), in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. The Credit Union reserves the right to require your presence to complete certain transactions.

ACH AND WIRE TRANSFERS

If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. We will not provide you with next-day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or

circumstances beyond our control, including mechanical, electronic, or equipment failure.

If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request.

From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

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

Provisional Payment — Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement or otherwise receive payment for the entry. You are hereby notified and agree that, if such settlement or payment is not received, 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) is considered not to have paid you the amount of such entry.

Notice of Receipt of Entry — Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions 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 payments in the periodic statements we provide to you.

Choice Law — We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Missouri as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

TRANSACTION LIMITATIONS

a) Withdrawal Restrictions — We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in the Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if: 1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); 2) a legal garnishment or attachment is served; 3) the account secures any obligation to us; 4) required documentation has not been presented; or 5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

b) Transfer Limitations — We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

STOP PAYMENT ORDERS

Stop Payment Order Request — Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. If we receive incorrect, untimely or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it.

Duration of Order — Oral stop payment orders for checks or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

Liability — Fees for stop payment orders are set forth in the St. Louis Community Credit Union Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by St. Louis Community Credit Union. Although payment of an item may be stopped, you may remain liable to any item holder, including the Credit Union. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

CHECKS ISSUED ON YOUR ACCOUNT

Electronic Presentment and Payment of Checks — In some cases, when you write a check to a merchant in payment of goods or services, the merchant may present that check electronically for payment instead of sending us the paper check. Also, if your check is returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic fund transfer is covered under the provisions and protection of the Electronic Fund Transfers Act. Check re-presentments (such as a check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Fund Transfers Act.

Substitute Checks — To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to the lesser of the amount of the check or $2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the telephone number shown herein, or write us at the address shown herein. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your ac- count, whichever is later.

We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

NOTICES

Name or Address Changes — You are responsible for notifying us of any address or name change. We are only required to attempt to communicate with you at the most recent address you have provided to us. We accept a change in address provided in writing or electronically through online banking. If you fail to provide us with your new address, we may impose a fee as set forth in the Fee Schedule.

Notice of Amendments — Except as prohibited by applicable law, the terms of this Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. The Credit Union will notify you of any changes in terms, rates, or fees as required by law. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. Amendments requested by you, or any one joint account owner, such as adding a new type of account or service, must be evidenced by a signed Membership Application, which upon execution will be incorporated herein by this reference. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

Effect of Notice — Any written or electronic notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, post-

age prepaid and addressed to you at your statement mailing address. Any electronic notice we give to you is effective when it is sent. Notice to any account owner is considered notice to all account owners.

STATEMENTS

Contents — You will receive a periodic statement of all transactions and activity on your account during each statement period, unless there are no electronic transfers or transactions in a particular month. In any case, you will receive a quarterly statement. Failing to opt out of receiving paper statements may result in a paper statement fee (see the Fee Schedule for details). This fee would be assessed to your account on the last calendar day of the month. You agree that only one statement is necessary for a multiple-party account.

You understand statements and checks are considered to have been made available to you on the date the statement is mailed or the information is otherwise made available to you. If mailed, statements will be sent to the last known address you have provided to us. Statements will not be mailed to incorrect addresses as determined by return mail. For share draft (checking) accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

Examination — You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to the Credit Union. If you fail to report any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement, you will have to either share the loss with the Credit Union, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). You agree that the time you have to examine your statement and report to the Credit Union will not exceed a total of 30 days from when the statement is first made available to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

Notice to Credit Union — You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

Taxpayer Identification Number and Backup Withholding — Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Unlawful Internet Gambling and Other Illegal Activities — You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

St. Louis Community Credit Union

BINDING ARBITRATION AND CLASS ACTION WAIVER AGREEMENT

PLEASE REVIEW THIS PROVISION CAREFULLY: IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BETWEEN US BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATION OF A DISPUTE WILL RESULT IN THE LOSS OF YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS, HAVE A JURY DECIDE THE CLAIM OR DISPUTE, OR PARTICIPATE IN A CLASS ACTION LAWSUIT RELATED TO THE CLAIM ARBITRATED. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED ON OR AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. IF A CLAIM IS FILED OR INITIATED PRIOR TO THE EFFECTIVE DATE, THE ARBITRATION AND CLASS ACTION WAIVER AGREEMENT WILL NOT APPLY TO SUCH CLAIM.

a. **You and We Agree to Arbitrate Disputes.** Except if you opt-out as provided in subsection (c) below, either you or we may elect, without the other's consent, to require that any dispute between us concerning your Membership, your accounts, or the services or products related to your accounts and Membership be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. Disputes relating to the enforceability or interpretation of this Arbitration and Class Action Waiver Agreement will be decided by an arbitrator. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

i. **Disputes Excluded from Arbitration.** This Arbitration and Class Action Waiver Agreement does not apply to any individual action brought by you or us in small claims court (or your state court equivalent), unless it is removed from small claims court. Disputes relating to a consumer credit transaction secured by a dwelling will also be excluded from arbitration. To remove any doubt, this Arbitration and Class Action Waiver Agreement does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); (ii) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act; or (iii) disputes if you are a Service Member subject to the protections of the Servicemembers Civil Relief Act (SCRA).

ii. **Location of the Arbitration.** The Arbitration, including any hearing, will be conducted within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

iii. **Arbitration Costs.** We will reimburse you for your share of the amount of filing, case management, administration, and arbitrator fees. Notwithstanding the foregoing, we will not reimburse you for any fees and costs if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own attorney arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

iv. **Arbitrator and Arbitration Rules.** The party electing arbitration must choose between one of two organizations to conduct the arbitration: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a single arbitrator. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration, by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
www.adr.org

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

If you need a lawyer or legal help you may contact The BAR Association of Metropolitan St. Louis (BAMSL) at 1-833-743-8212.

v. **Effect of Arbitration Award.** The arbitrator's decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrator.

vi. This provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this Agreement limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, foreclosure, repossession and sale of collateral, execu-

tion, garnishment or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

b. <u>You Will Not be Able to Participate in a Class Action Lawsuit</u>. Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration against one another, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and we acknowledge that this Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from the arbitration provision in Section 1. If the Class Action Waiver is limited, voided or found unenforceable, then the arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

c. YOU MAY CHOOSE TO OPT-OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW. OPTING OUT WILL NOT TERMINATE OR AFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THE ACCOUNT AGREEMENT. IF YOU OPT-OUT, YOU MUST OPT-OUT OF ALL TERMS OF THE ARBITRATION AND CLASS ACTION WAIVER AGREEMENT. YOU MAY NOT OPT-OUT OF ONLY CERTAIN TERMS.

- If you agree to be bound by the above Arbitration and Class Action Waiver Agreement, then no action is needed on your part.
- If you take no action, and continue your Membership with us, then effective in 45 days you will be bound by this Arbitration and Class Action Waiver Agreement.
- If you do not agree to be bound by this Arbitration and Class Action Waiver Agreement, you must send us written notice that you want to opt-out of this provision of your Account Agreement within 45 days of account opening or within 45 days of receiving this notice, whichever is sooner. Send your written notice to us at the following address: St. Louis Community Credit Union, Attn.: Compliance Department, 3651 Forest Park Ave., St. Louis, MO 63108. Your notice must include the following information:

  1. Your name, as listed on your account;
  2. Your account number; and
  3. A statement that you wish to opt-out of the Arbitration and Class Action Waiver Agreement.

St. Louis Community Credit Union

OVERDRAFT SERVICES POLICY

It is the policy of St. Louis Community Credit Union ("SLCCU", "we", "us" or "our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. SLCCU is not obligated to pay any Item presented for payment if your account does not contain sufficient available funds. SLCCU, in our sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. Except as otherwise agreed in writing, SLCCU, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice.

Overdraft — An Overdraft occurs when you do not have enough money available in your account to cover a transaction. The overdraft amount is the difference between your Available Balance and the amount of the transaction. An overdraft may result in fees or charges on your account.

Overdraft Services — General — Our Overdraft Services include both our Overdraft Protection and Overdraft Privilege and are available only on eligible accounts. In our sole discretion, we may limit the number of accounts eligible for Overdraft Services to one account per household and/or one account per taxpayer ID. Members receiving Social Security or other government funds must opt out of Overdraft Services if you do not want us to apply those funds to pay an overdraft.

Overdraft Protection Plan — General — The Overdraft Protection Plan will be applied to eligible accounts. The Overdraft Protection Plan allows for the automatic withdrawal from the same account's primary share or eligible loan to pay Items presented. We will honor checks and other Item(s) drawn on insufficient funds in your eligible account by transferring the necessary funds from another account or loan account. Under current federal regulations, you are limited to six (6) electronic transfers from your savings account per calendar month (see Reserve Requirements Regulation D for complete details). Subject to any limitations described below, we will use funds available under the Overdraft Protection Plan before applying Overdraft Privilege.

Overdraft Protection Plan — Eligible Accounts — The account types that are eligible for Overdraft Protection Plan are:

a. Silver "Preferred" Checking
b. Gold "Interest" Checking
c. Ascend Checking

Freedom Startup Checking, Freedom Checking, Bronze "Value" Checking, Savings Accounts, Money Market Accounts and Minor Accounts (not of legal age) are not eligible for Overdraft Protection Plan.

Overdraft Privilege — General — Overdraft Privilege is an Overdraft Service applied to all Eligible Account Types in good standing as part of our Overdraft Services. Overdraft Privilege is not a line of credit. If you inadvertently overdraw your account, rather than automatically returning all unpaid non-sufficient funds Items that you may have, we will consider, without obligation on our part, approving your reasonable overdrafts up to your Overdraft Privilege Limit. Each Item paid through this service is subject to a fee as set forth in the SLCCU current Fee Schedule. If we do not pay an Item, you may be charged a Non-Sufficient Funds (NSF) Fee as also disclosed in the current Fee Schedule.

Overdraft Privilege — Eligible Accounts — The account types that are eligible for Overdraft Privilege are:

a. Freedom Startup Checking
b. Freedom Checking
c. Bronze "Value" Checking
d. Silver "Preferred" Checking
e. Gold "Interest" Checking

Business Accounts, Savings Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Representative Payee Accounts, Ascend Checking Accounts and other Minor Accounts (not of legal age) are not eligible for Overdraft Privilege.

Overdraft Privilege — Limits — The first thirty (30) days an Eligible Account is open, each Eligible Account will initially be provided with an Overdraft Privilege Limit of Fifty Dollars ($50.00). After an Eligible Account has been open thirty (30) days, except for a Freedom Startup or Freedom Checking account which must be open sixty (60) days, the account may qualify for an Increased Overdraft Privilege Limit, and SLCCU may, in its sole discretion, increase the Overdraft Privilege Limit on Eligible Accounts up to the following maximum amounts:

a. Freedom Startup Checking - $200
b. Freedom Checking - $200
c. Bronze "Value" Checking - $400
d. Silver "Preferred" Checking - $700
e. Gold "Interest" Checking - $1,000

Any and all fees and charges, including without limitation our non-sufficient funds/overdraft fee (refer to our current Fee Schedule), will be calculated and included as part of the above maximum limits.

Overdraft Privilege — Eligible Transaction Types — Each transaction/Item initiated for payment against your checking account may be processed by us using your assigned Overdraft Privilege Limit, including without limitation: checks, ACH, electronic Items, our ATMs, foreign ATMs, debit card/check card, internet/Online Banking (Bill Pay) and telephone banking transactions.

In addition to Eligible Transaction Types, a non-sufficient funds/overdraft balance may result from:

a. The payment of checks, electronic funds transfers, or other withdrawal requests you initiate;

b. Payments authorized by you;
c. The unpaid return of Items deposited/cashed by you;
d. Our fees/charges per non-sufficient funds (NSF) and/or overdraft Item (refer to our current Fee Schedule); or
e. An Eligible Transaction when your Actual Balance is positive, but your Available Balance is negative.

Overdraft Privilege — ATM and Everyday Debit Card Transactions — SLCCU will not pay overdrafts for ATM withdrawals or everyday debit card transactions unless you have given us your written consent and SLCCU has provided you with the notice required by section 205.17(b) of Regulation E confirming you have opted in to the payment of these overdraft transactions. Without your written consent, SLCCU may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document SLCCU uses to capture your opt-in choice for Overdraft Services and the SLCCU Fee Schedule.

Overdraft Privilege — Member Opt-Out — You may request to cancel the Overdraft Privilege service for all transactions at any time by contacting SLCCU and signing an Opt-Out Notice form.

Payment of Overdrafts — If, on any day, the Available Balance of funds in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction or other Item posted to your account plus any applicable fee, we may pay or return the overdraft. If you are enrolled in the Overdraft Protection Plan and have enough available funds in the linked account, we will transfer funds to cover the overdraft (see Reserve Requirements Regulation D for limitations on monthly electronic transfers from savings accounts). SLCCU's determination of an insufficient Available Balance may be made at any time between presentation and SLCCU's midnight deadline with only one review of the account required.

If SLCCU pays an Item and/or imposes a fee that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored Items at any time, including giving a payor bank extra time beyond any midnight deadline limits. We may report information about your account to Consumer Reporting Agencies. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

De Minimis Overdraft — In the event that a transaction presented for payment results in the Available Balance being negative by less than $3.00, SLCCU will not charge a Non-Sufficient Funds or Overdraft Fee.

Limit on Overdraft Fees and Non-Sufficient Funds Fees – On any single calendar day, SLCCU will only assess no more than five (5) separate Overdraft Fees and Non-Sufficient Funds fees to any Member. For purposes of determining what "day" a fee is assessed, SLCCU will utilize the Posting Date of a transaction, which may be different than the actual date that a transaction was conducted by you. The "Posting Date" is the day on which a transaction is processed by SLCCU and the final amount of the transaction is reflected on your account. The Posting Date may be one or more days following the date the transaction was conducted.

Understanding Your Account Balance for Overdrafts — Your account has two kinds of balances: the Actual Balance and the Available Balance. It is important that you understand the difference between your Actual Balance and your Available Balance in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. You can review both balances when you review your account online, at an ATM, by phone or at a branch.

Actual Balance — Your Actual Balance is the amount of money that is actually in your account at any given time. Your Actual Balance does not reflect checks you have written that are still outstanding, ACH transactions that you have authorized that have not yet been paid, or debit card transactions that have been authorized but are still pending.

Available Balance — Your Available Balance is the amount of money in your account that is available to you without incurring an Overdraft Fee or Non-Sufficient Funds fee.

Your Available Balance is your Actual Balance minus: (1) holds placed on deposits pursuant to our Funds Availability disclosure; (2) holds on debit card or other transactions that have been Pre-Authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements, levies, or to comply with court orders.

We use your Available Balance rather than your Actual Balance when determining whether a transaction will cause your account to overdraft, and for charging overdraft fees. If your Available Balance is not sufficient to cover a transaction when Pre-Authorization occurs, and is also not sufficient to cover the transaction at Settlement, we may pay the Item and charge you an overdraft fee. An overdraft fee may be charged even though your Actual Balance indicates a positive amount. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft.

Overdraft Assessment and Timing — In the context of debit card transactions, no overdraft occurs if your Available Balance is sufficient to cover the Item at Pre-Authorization, Settlement, or both. However, if your Available Balance is not sufficient to cover an Item at Pre-Authorization and is also not sufficient to cover the same Item at Settlement, an overdraft occurs and you may be subject to the fees and charges discussed herein. There are four possibilities in debit card transactions:

- If your Available Balance is sufficient to cover the amount of the transaction at Pre-Authorization and is also sufficient to cover the amount of the transaction at Settlement, then no overdraft occurs.
- If your Available Balance is sufficient to cover the amount of the transaction at Pre-Authorization, the transaction will not be assessed an overdraft fee, even if your Available Balance is insufficient at Settlement.
- If your Available Balance is sufficient to cover the amount of the transaction at Settlement, the transaction will not be assessed an overdraft fee, even if your Available Balance is insufficient at Pre-Authorization.
- If your Available Balance is insufficient at Pre-Authorization, and if your Available Balance is also insufficient

to cover the amount of transaction at Settlement, then an overdraft fee may be assessed.

Order of Payments — The law permits us to pay Items (such as checks or drafts) drawn on your account in any order. Checks, drafts, transactions and other Items may not be processed in the order that you make them or in the order that we receive them. We have no control over the timing and order in which Items are presented to us. We may, at our discretion, pay a check, draft or Item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts or Items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals. The examples below illustrates how the order of payments may affect your Available Balance.

Example 1: You have a $50 Available Balance and use your debit card to make a purchase of $100 from an online retailer. This online retailer has a policy of not presenting Items for Settlement until it ships the order. Your Available Balance is not sufficient to cover the purchase at Pre-Authorization. Later that same day you use your debit card to buy concert tickets for $60 and the merchant presents the Item for Settlement that afternoon. Because your Available Balance is not sufficient to cover the concert ticket purchase at Pre-Authorization or at Settlement, you may be charged an overdraft or return item fee for that Item. The next morning, you receive a direct deposit of $300 into your account, which is immediately available to you, and later that afternoon the online retailer ships your order and presents the Item for Settlement. At Settlement, your Available Balance is sufficient to cover the Item presented by the online retailer, and you will not be charged any fees.

Example 2: You have a $200 Available Balance and withdraw $150 directly from SLCCU, which immediately reduces your Available Balance to $50. Then you present your debit card for a car payment of $250 and a Pre-Authorization hold in the amount of the payment reduces your Available Balance to negative $200. At Pre-Authorization of the car payment, your Available Balance is insufficient. Later that same day, you receive a direct deposit of $300, which is immediately available to you and results in a positive Available Balance of $100. The next day, when your car payment reaches Settlement, you have a sufficient Available Balance and will not be charged any fees even though you had an insufficient Available Balance at Pre-Authorization.

Example 3: Similar to Example 2, you have a $200 Available Balance and withdraw $150 directly from SLCCU, which immediately reduces your Available Balance to $50. Then you present your debit card for a car payment of $250 and a Pre-Authorization hold in the amount of the payment reduces your Available Balance to negative $200. At Pre-Authorization of the car payment, your Available Balance is insufficient. Later that day you receive a direct deposit of $100, which is immediately available to you but still results in an Available Balance of negative $100. The next day, when your car payment reaches Settlement, your Available Balance is insufficient to cover the transaction. Because your Available Balance was insufficient at both Pre-Authorization and Settlement of the car payment, your account may be charged an overdraft of return item fee for that Item.

How Transactions Are Posted to Your Account — There are two main types of transactions in your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each transaction is handled so that you know how much money you have available to use in your account. The information below describes how we handle credits and debits to your account and the resulting impact on your Available Balance. We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout the day. This means you may be charged more than one overdraft fee if we pay multiple transactions when your account is overdrawn.

a. Credits — Most deposits are added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Expedited Funds Availability Disclosure for further details regarding the timing and availability of funds from deposits.

b. Debits — You can make several types of debit transactions from your account. The most common are:

- Checks
- ACH
- Signature transaction on debit card
- PIN transaction on debit card

Keep in mind that there are many ways transactions are presented for payment by merchants and other financial institutions and we are not necessarily in control of when transactions are received and posted to your account.

Debit Card Pre-Authorization Holds — When you use your debit card to conduct a Signature or "Credit" transaction (i.e., you do not enter your PIN), merchants may seek pre-authorization for these types of transactions. A Pre-Authorization amount is placed on hold and removed from your Available Balance immediately but will not affect your Actual Balance. The hold may be for an amount more or less than the actual amount of your transaction and when this happens our processing system cannot determine that the amount of the hold may be different than the actual amount of your transaction. The hold is released after approximately seventy-two (72) hours or when the transaction clears, whichever comes first. Until the hold is released, the amount of your Available Balance will be reduced only by the amount of the hold (which may be more or less than the actual amount of your transaction) and if another transaction is presented for payment in an amount greater than your Available Balance following the hold then your account may have insufficient funds. The hold may not reflect the true amount of the transaction, and therefore Settlement for the true amount may further adjust your Available Balance. If a hold releases prior to Settlement, your Available Balance may no longer reflect the hold, but the merchant still has the right to payment.

The hold helps determine the Available Balance on your account prior to Settlement.

Example 4: You visit an ATM and see that your Available Balance is $100, and then you withdraw $60. Your Actual Balance is listed as $200, but $100 is on hold from a signature or credit transaction you made earlier in the day with

your debit card. If the hold for $100 was not in place, your Available Balance would appear to be $200 and you may have withdrawn an amount in excess of the amount actually in your account.

Example 5: At the beginning of the day, your Actual Balance and Available Balance are both $100, and you swipe your debit card at a clothing store for $60. As a result, a hold in that amount is placed on your account and your Available Balance is now $40. Because the clothing store transaction has not settled yet, your Actual Balance remains $100. Before Settlement for that transaction occurs, a check that you wrote for $50 clears. Because you only have a $40 Available Balance, the check causes your account to be overdrawn by $10, even though your Actual Balance was $100 before the check posted and is still $50 after the check posts. In this case, we may pay the $50 check, but you will be charged an overdraft fee. The fee will be deducted from your account, further reducing both the Available Balance and Actual Balances. When the $60 clothing store charge is presented for Settlement, your Available Balance will be insufficient to cover the amount of the transaction. However, you will not be charged an overdraft fee for the clothing purchase because your Available Balance was sufficient at Pre-Authorization.

Accounts Not in Good Standing — SLCCU may determine in its sole and absolute discretion the good standing of an account. Accounts not in good standing will be ineligible for Overdraft Privilege and SLCCU will not pay overdrafts associated with those accounts. Factors affecting good standing include but are not limited to:

a. Consistency and regularity of deposits;
b. Maintaining a positive account balance (not overdrawn) at least once every thirty (30) days;
c. Defaults on any loan obligations with SLCCU; and
d. Any legal or administrative order of levy against the account.

Non-Sufficient Funds (NSF) Fees — You agree that we may charge an NSF fee for returning or rejecting any check, draft, item, or transaction presented for payment against your account that would exceed the available balance in your account. You further agree that we may charge an NSF fee each time any check, draft, item, or transaction is presented or submitted for payment even if the same check, draft, item, or transaction is presented for payment multiple times. For example, if you wrote a check to a merchant (or other individual or entity) who submitted the check to us for payment and we returned the check (resulting in an NSF fee), the merchant may re-present the check for payment again (or may convert the check into an ACH debit and submit the transaction for payment). If the second and any subsequent presentments or submissions are returned unpaid, we may charge a fee for each time we return the transaction. You understand this means you could be charged multiple fees for one check that you wrote as that check could be presented (including as an ACH debit) and returned more than once. Similarly, if you authorize a merchant (or other individual or entity) to electronically debit your account, such as an ACH debit, you understand there could be multiple submissions of the electronic request which could result in multiple fees. You agree that we do not determine whether and when a check, draft, item, or transaction will be presented for payment. Rather, we determine whether or not the available balance is sufficient to pay a presented or submitted check, draft, item, or transaction. See the St. Louis Community Fee Schedule for specific fee information.

Obligation to Repay — You must bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all SLCCU fees and charges) of the overdraft. Failure to do so may result in account termination, our possible exercise of right to offset without prior notice, collection actions and negative credit reporting. Please contact us immediately if you are unable to pay your balance in full within the required timeframe. If we pay an overdraft on an account with more than one owner, each owner is jointly and severally liable for such overdrafts and/or fees. SLCCU reserves the right to apply any other or later deposits, including direct deposits, to pay your overdrafts or overdraft fees.

Account Agreement — The SLCCU Account Agreement describes the duties, obligations and rights of depositors, authorized signatories and SLCCU with regard to your deposit accounts. The SLCCU Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of the Overdraft Privilege Policy and the SLCCU Account Agreement.

If You Need Help — Overdrafts should never be used to finance ordinary or routine expenses, and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations, please contact SLCCU at 314-534-7610.

Definitions — The following words and phrases have the meanings listed below when used in this Overdraft Services disclosure:

"Actual Balance" is the amount of money that is actually in your account at any given time. Your Actual Balance does not reflect checks you have written that are still outstanding, ACH transactions that you have authorized that have not yet been paid, or debit card transactions that have been authorized but are still pending.

"Available Balance" is calculated by adding and subtracting credits and debits to your account as we receive them throughout the day, and takes into account holds that have been placed on deposits (such as checks deposited) and pending transactions (such as pending debit card transactions) that have been Pre-Authorized but have not yet posted to your account. For this reason, your Available Balance may fluctuate throughout the day and may differ from your Actual Balance. We use your Available Balance in determining whether an overdraft occurs.

An "Item" is an instrument or a promise or order to pay money from a Member's account at SLCCU, including, but not limited to checks, drafts, negotiable orders of withdrawal, or any other instrument(s) used to withdraw funds from an account.

An "overdraft" occurs when you do not have enough money available in your account to cover a transaction. The overdraft amount is the difference between your Available Balance and the amount of the transaction. An overdraft may result in fees or charges on your account.

"Overdraft Services" include our Overdraft Protection, Standard Overdraft Privilege and Extended Overdraft Privilege and are available only on eligible accounts.

"Posting Date" is the day on which the last of the following has occurred: (i) the transaction is received from the merchant, (ii) payment is made to the merchant, and (iii) the final amount of the transaction is reflected on your account.

A "Pre-Authorized" transaction, or "Pre-Authorization," occurs when you make a purchase using your debit card to conduct a Signature or "Credit" transaction (i.e., you do not enter your PIN) and the merchant or any other authorizing party sends us an amount (which may be the purchase total or a greater or lesser amount) to confirm the account is valid for payment purposes and to place a hold on that amount. SLCCU has no control over the amount submitted by a merchant or other authorized party for Pre-Authorization.

"Settlement" means the final payment arrangement occurring after an Item is presented for payment to SLCCU by a merchant, financial institution, or other authorized party.

"SLCCU," "we," "us" or "our" means St. Louis Community Credit Union.

St. Louis Community Credit Union

ELECTRONIC FUND TRANSFERS AGREEMENT

This Electronic Fund Transfers Agreement is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by St. Louis Community Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B-Requirements for Remittance Transfers, and consequently, terms of this agreement may vary for those types of transactions. Some provisions may not currently be applicable to you. Please read and retain this disclosure.

1. EFT Services

a) Check Card — If approved, you may use your Check Card and personal identification number at St. Louis Community Credit Union ATMs, at ATMs on the Plus, Cirrus, or CO-OP Networks, and at such other machines or facilities as the Credit Union may designate. You may also use your Check Card to purchase goods and services from participating merchants. Funds to cover your card purchases will be deducted from your share draft (checking) account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft services we offer.

If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

You may use your Check Card to:

- Withdraw cash from your share draft or share (savings) account.
- Make deposits to your share draft or share account (not available on all account types). All deposits are subject to verification.
- Transfer funds between your share draft and share account.
- Inquire about your share draft or share account balances.
- Purchase goods and services from merchants equipped with POS terminals. Purchases of goods and services from your share account are limited to three (3) per calendar month.

The following limitations on Check Card transactions may apply:

- Point of Sale amounts are limited to $5,000.00 per day.
- In any one (1) day, you may make up to 999 POS transactions.
- ATM amounts are limited to $505.00 per day.
- In any one (1) day, you may make up to 9 ATM transactions.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Deposits to your share draft and share accounts are limited based on your account type.

Note: Some of these services may not be available at all ATMs or for all account types. For security reasons, there are limits on the number and dollar amounts of transfers you can make using ATMs. These limits may be different at each terminal location.

b) Audio Response — If we approve Audio Response for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time, you may use Audio Response to:

- Transfer funds between your share draft account, share account and line of credit loan account.
- Make payments to loans.
- Withdraw funds from share or share draft account by check.
- Stop pay on share drafts.
- Order copies of share drafts.
- Reorder checks.

Your accounts can be accessed under Audio Response via a touch-tone telephone only. Audio Response service will be avail- able for your convenience 24 hours per day.

c) Preauthorized EFTs

- **Direct Deposit** — Upon instruction of 1) your employer, 2) the Treasury Department or 3) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share or share draft account.
- **Preauthorized Debits** — Upon instruction, we will pay certain recurring transactions from your share and share draft accounts.
- **Stop Payment Rights** — If you have told us in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. Here's how: Call us at (314) 534-7610 or write us at St. Louis Community Credit Union, 3651 Forest Park Ave., St. Louis, MO 63108 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we shall also require you to put your request in writing and get it to us within 14 days after you call. We will charge you our current charge in effect at the time of each stop payment order you give. A stop payment request for preauthorized electronic fund transfers will apply to all subsequent transfers, unless you withdraw the request.

- **Notice of Varying Amount of Preauthorized Payments** — If any preauthorized payments to persons or companies vary in amount, the person or company you are going to pay is required to tell you ten (10) days before each payment when it will be scheduled and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers** — If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and if we do not do so, we will be liable for your losses or damages.

d) Electronic Check Conversion — You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases.
- Pay bills.

2. Fees and Charges
The Credit Union reserves the right to assess an annual fee or transaction fee in the future. Notice of such a change will be given as is required by law. By using the Check Card, you may be subject to other service fees as in accordance with the current Credit Union Fee Schedule.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used) and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

3. Member Liability
You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Under no circumstance will a SLCCU representative request a member to disclose their debit, audio or online banking PIN or password. If you ever have a concern, please contact us immediately.

Timely Notice Given — Tell us AT ONCE if you believe your Check Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft privilege). If you tell us within two (2) business days after you learn of the loss or theft of your Check Card, you can lose no more than $50 if someone used your Check Card or PIN without your permission.

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

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

If you believe the Card or PIN has been lost or stolen or that someone has withdrawn or may withdraw money from your Account without your permission, call (314) 534-7610 during business hours. After hours and on Sunday, call 1-888-241-2510, or write to:

St. Louis Community Credit Union
3651 Forest Park Ave.
St. Louis, Missouri 63108

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

4. Right to Receive Documentation

a) Periodic Statements — You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will receive a statement at least quarterly.

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 electronic direct deposits made to your account at least once every 60 days from the same person, company or government agency, you can call us at the phone number listed in this agreement to find out whether the deposit has been made.

5. Disclosure of Information to Third Parties
We will disclose information to third parties about your account or the transfers you make:

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

6. Business Days
For purposes of these disclosures, our business days are Monday through Friday, excluding legal holidays.

7. Credit Union Liability
If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses 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 the form of collected funds in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.

- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If the Credit Union has received a report that your card has been lost or stolen or if the Credit Union has reason to suspect that there is unauthorized use of your card.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- Any other exceptions as established by the Credit Union.

8. ATM Safety
The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you, particularly when using an ATM after dark.
- Do not display cash in the vicinity of the ATM.
- When the transactions have been completed, count the cash in the safety of your vehicle or home.
- If you notice anything suspicious, consider using another ATM or return later.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

9. Billing Errors
In case of errors or questions about your electronic transfers:

Telephone us at: (314) 534-7610
Write us at: St. Louis Community Credit Union
3651 Forest Park Ave.
St. Louis, MO 63108
Or email us at: info@stlouiscommunity.com

Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement to you on which the problem or error appeared.

1. Tell us your name and account number (if any).
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 days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you 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 tell you the results within three (3) business days after completing our investigation. 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.

St. Louis Community Credit Union

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds from your accounts at St. Louis Community Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

General Policy — Our policy is to delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

Determining the Availability of a Deposit — When we delay the availability of a deposit, the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability — Funds from electronic direct deposits to your account as well as funds from the following deposits will be available on the same business day that we receive the deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on St. Louis Community Credit Union

Funds from the following deposits are available on the same business day that we receive your deposit, if you make the deposit in person to one of our employees:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Availability of Other Check Deposits — The first $225 from a deposit of other checks will be available on the first business day following the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a local check of $700 on a Monday, $225 of the deposit will be available by Tuesday. The remaining $500 will be available by Wednesday.

Holds on Other Funds — If we cash a check for you that is drawn on another bank, 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.

Longer Delays May Apply — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the 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 day we receive 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 (and you may have to use a special deposit slip). 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 Automated Teller Machines — Funds from check deposits made at automated teller machines (ATMs) will not be available until the 2nd business day after the day of your deposit. We may make the funds available sooner if we own the machine. Cash deposits made at ATMs owned by SLCCU are available at the time of the deposit.

Foreign Checks — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks 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 institution upon which it is drawn.

St. Louis Community Credit Union

TRUTH IN SAVINGS

Rate Information — The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Savings, Freedom Savings, Save to Prosper Savings, Smarty Savings, Journey Savings, Holiday Savings, Vacation Savings, Spring Break Savings, Accumulation IRA Savings, Daily Interest Investment Savings (Money Market), Ascend Checking, and Gold "Interest" Checking accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the St. Louis Community Credit Union Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

The Regular Savings, Smarty Savings, Journey Savings, Save to Prosper Savings, Freedom Savings, Daily Interest Investment Savings (Money Market) and Accumulation IRA Savings accounts are tiered rate accounts. If your account balance is greater than $10,000, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. If your account balance is greater than $25,000, the third Dividend Rate and Annual Percentage Yield listed for this account will apply. Once a particular balance range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account.

Balance Computation Method — We use the daily balance method to calculate the dividend rate on your account. This method applies a daily periodic rate to the principle in the account each day.

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

Dividend Compounding and Crediting — The compounding and crediting of dividends and dividend period applicable to each account are stated in the Rate Schedule. The Dividend Rates and Annual Percentage Yields are the rates and yields as of the last dividend declaration date which is set forth in the Rate Schedule.

Accrual of Dividends — For all accounts, dividends will begin to accrue on the business day your deposit is made in the account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

Balance Information — The minimum balance requirements applicable to open each account type are set forth in the Rate Schedule. For Daily Interest Investment Savings and Gold Checking Accounts there is a minimum daily balance required to obtain the Annual Percentage Yield. There is a fee (see Fee Schedule) for falling below the minimum balance on a Gold Checking Account. For Regular, Freedom, Smarty, Journey, Holiday, Vacation, Spring Break and Accumulation IRA Savings Accounts there is no minimum balance required to obtain the annual percentage yield. For the Silver Checking Account, there is a minimum balance requirement to open the account as well as a monthly maintenance fee as stated in the Fee Schedule. For Ascend, Bronze and Freedom Checking Accounts, there is no minimum balance requirement. For the Freedom Startup Checking Account there is a monthly fee as stated in the Fee Schedule, but no minimum balance requirement.

Account Limitations — For Regular Savings, Smarty Savings, Journey Savings, Holiday Savings, Vacation Savings, Spring Break Savings, Accumulation IRA Savings and Daily Interest Investment Savings accounts, no more than six (6) preauthorized, automatic, home banking, check/draft, telephone transfers may be made from these accounts per statement cycle as disclosed under Reserve Requirements Regulation D, Section 204.2(d). If you exceed these limitations, your account may be subject to a fee or be closed. Daily Interest Investment Savings Accounts are allowed up to three (3) free withdrawals per month; additional withdrawals are subject to a fee as stated on the Fee Schedule. Additionally, there is a minimum withdrawal amount of $100 on the Daily Interest Investment Savings.

Freedom Savings Limitations — For Freedom Savings, in addition to our statutory lien, we have a consensual lien on your Freedom Savings Account that is collateral for your Freedom Line of Credit loan. This is a restricted access savings account for the duration of your Freedom Line of Credit. The shares in this account cannot be withdrawn until your Freedom Line of Credit loan has a zero balance.

In the event of default under your Freedom Line of Credit, we may apply these funds to the amount you owe on the line of credit. There is no minimum amount to open a Freedom Savings Account; ten (10) percent of each Freedom Line of Credit Advance will be deposited into this savings account.

For a listing of current rates, please refer to the current Rate Schedule.

Please refer to the Fee Schedule accompanying this disclosure for a complete list of fees associated with your account.

Please refer to the Share Certificate Truth in Savings brochure for information on Share Certificates.

St. Louis Community Credit Union

PRIVACY NOTICE

Privacy Notice

Rev. 01/2016

Facts	**What does St. Louis 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 transaction history ■ credit history and credit score ■ payment history and wire transfer instructions 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 St. Louis Community Credit Union chooses to share; and whether you can limit this sharing.

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

Questions?	Call 866-534-7610 toll free or go to **www.stlouiscommunity.com**

Who we are	
Who is providing this notice?	**St. Louis Community Credit Union**

What we do	
How does St. Louis Community Credit Union 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 St. Louis Community Credit Union collect my personal information?	We collect your personal information, for example, when you: ■ open an account or pay your bills ■ apply for a loan or show your government-issued ID ■ show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, 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. ■ St. Louis Community Credit Union has no affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ Nonaffiliates we share with can include organizations such as insurance companies or service providers who provide products available to you because of your membership at St. Louis Community Credit Union.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Our joint marketing partners can include organizations such as credit card companies or service providers.

Other important information
Currently Missouri does not have specific privacy law disclosure requirements.

Verification Code: SLCCU1234

St. Louis Community® Credit Union

Welcome to the community.®

Federally insured by NCUA

ESI EXCESS SHARE INSURANCE

EQUAL HOUSING OPPORTUNITY

AMERICA'S CREDIT UNIONS™ Where people are worth more than money.™