

**THIS AGREEMENT AND DISCLOSURE CONTAINS IMPORTANT MEMBERSHIP INFORMATION, ACCOUNT AGREEMENTS, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, SUBSTITUTE SHARE DRAFTS AND YOUR RIGHTS, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY DISCLOSURE AND INSTRUCTIONS. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

In these Agreements and Disclosures, the reference to "We," "Us," "Our" and "Credit Union" mean CITADEL FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described in these Agreements and Disclosures. "Account" means any Account or Accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any ATM or Debit Card issued to You by Us and any duplicates or renewals. "Online/Mobile Banking" refers to Our computerized Account access system and "E-Check" means any check which You authorize the payee to process electronically. For joint Accounts, read singular pronouns in the plural.

YOU UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT BY BOTH PARTIES TO RESOLVE CERTAIN DISPUTES THAT ARISE BY AN INDIVIDUAL ARBITRATION PROCEEDING HELD IN ACCORDANCE WITH THE ARBITRATION PROVISION, AND THAT THE PARTIES HAVE AGREED NOT TO RESOLVE SUCH DISPUTES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING. FOR DETAILS, SEE THE SEPARATE DISPUTE RESOLUTION-MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS LOCATED ON PAGE 2 OF THIS AGREEMENT.

## CITADEL FEDERAL CREDIT UNION MEMBERSHIP

To apply for membership with Citadel Federal Credit Union, You must complete, sign and return a Membership Application. If that application is approved, Your signature on the Membership Application signifies Your agreement to abide by the Credit Union's policies, procedures, rules, regulations, Bylaws and Amendments, as well as all federal, state, and local laws.

Credit Union membership is granted to qualified applicants who fall within Citadel Federal Credit Union's field of membership as described in the Credit Union's Charter and Bylaws. You warrant the truthfulness and completeness of the information provided in the Membership Application and understand that We will rely on such information, together with Our records and applicable law, to determine Your membership eligibility. Joint Owner status, by itself, does not constitute membership in the Credit Union. If it is later determined that You were not eligible to join the Credit Union or that material information provided to Us was inaccurate or incomplete, We may, subject to applicable law, restrict or close Your Account(s) and terminate Your membership, without notice.

By signing or acknowledging the Membership Application, You acknowledge receipt of the application and this Membership Agreement and Disclosures (including the terms and conditions which apply to Your Accounts), and agree to be bound by all of the agreements, disclosures, terms and conditions found herein.

### Family Membership

Credit Union members in good standing who are within the Credit Union's field of membership may sponsor eligible immediate family members and, where permitted by applicable law and Our Charter, other members of their household for Credit Union membership. Eligible family and household relationships will be determined in accordance with Our Charter and Bylaws.

## ACCOUNT AGREEMENT

**YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH CITADEL FEDERAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC SERVICES AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. YOU FURTHER AGREE AND ACKNOWLEDGE THAT THE TITLING AND ACCOUNT OWNERSHIP OF A CREDIT UNION ACCOUNT SHALL BE DETERMINED BY THE MEMBERSHIP APPLICATION, AND ANY SUPPORTING INFORMATION ON FILE WITH THE CREDIT UNION, REGARDLESS OF THAT WHICH MAY APPEAR ON ANY CREDIT UNION ISSUED STATEMENT. ACCOUNT TITLING AND ACCOUNT OWNERSHIP IS ALWAYS SUBJECT TO VERIFICATION BY THE CREDIT UNION.**

**BECAUSE WE OPERATE IN MULTIPLE STATES, THE FORM OF OWNERSHIP FOR YOUR ACCOUNT (INCLUDING JOINT TENANCY, SURVIVORSHIP RIGHTS, AND ANY TENANTS-BY-THE-ENTIRETIES DESIGNATION) WILL BE DETERMINED BY THE OWNERSHIP DESIGNATION REFLECTED IN OUR RECORDS AT THE TIME THE ACCOUNT IS OPENED.**

**ACCOUNT OWNERSHIP.** If Your Account is owned by one person, it is a single ownership Account. If Your Account is owned by two or more persons, it is a joint Account, which shall be joint tenants with right of survivorship unless otherwise reflected in Our records. Because We operate in multiple states, the form of ownership for joint Accounts will be determined by the ownership designation reflected in Our records at the time the Account is opened, regardless of differences in state law concerning joint tenancy, survivorship rights, community property, or marital property rights.

**JOINT ACCOUNTS.** If Your Account is owned by more than one Account Owner, then all funds on deposit are owned by any and all of the joint Owners as joint tenants with right of survivorship, and not as tenants in common. If the Account Owners are married, then the funds shall be held as tenants by the entirety. We can release or pay any amount on deposit in Your Account to any Owner. We can honor Checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. If Your Account is a joint Account with Right of Survivorship, and, We become aware of the death of any Owner, all sums then on deposit in the Account vest and belong to the surviving Owner(s). It is the responsibility of joint Account Owners to determine any legal effects of opening and maintaining a joint Account.

**CUSTODIAL ACCOUNTS.** Any custodial Account is subject to the applicable state's Uniform Transfers to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of Account. You understand and agree that the gift of money to the minor named at the time You open such Account includes all dividends thereon and any future additions thereto, is irrevocable and is made in accordance with and is to include all provisions of the applicable state's Uniform Transfers to Minors Act as it is now or hereafter amended. The age of delivery by the custodian to the minor shall be upon the minor obtaining the age of majority as established by the applicable State's UTMA statute, unless otherwise specified by the custodian.

You agree that any ownership designation, signature, or other authorization provided to Us through an electronic or digital channel that We approve will have the same legal effect as a handwritten signature on a paper document, to the extent permitted by applicable law.

**TRUST ACCOUNTS.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is acceptable to Us. **In the event that We should require that a legal review of the trust be performed, You authorize Us to utilize legal counsel of Our choosing and You agree to pay the actual costs of said review, whether or not We allow You to open an Account.** We require all Trust Accounts to name a beneficiary. For Revocable Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union. Eligibility to open and maintain Trust Accounts is also subject to Our field of membership requirements and any applicable state law governing the

## ACCOUNT AGREEMENT (continued)

Trust's validity and administration, which may differ depending on the settlor's residence, the situs of the Trust, and the location where the Account is maintained. Any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if the Settlor is deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and only if the Settlor is deceased. If the Beneficiary dies (in the case of a natural person), or is no longer in operation as a validly constituted, registered and/or licensed entity under applicable state law (in the case of a charity or non-profit organization), the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**PAYABLE-ON-DEATH (POD) DESIGNATIONS.** Any Payable-on-Death (POD) designation associated with Your Account shall be governed by applicable federal law and the state law reflected in Our Account records for the Account in question. POD beneficiaries have no rights to or interest in the Account during Your lifetime. Upon Our receipt of acceptable proof of death, We may disburse funds in accordance with the POD designation then on file, subject to applicable law, including any mandatory estate, escheat, or tax reporting requirements.

If the Account Designation shows a Payable-On-Death (POD) status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if You and any joint Owners are deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and 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) of record in equal shares unless You designated otherwise. If, however, none of the payable-on-death beneficiaries You named is alive (or in operation as a validly constituted, registered and/or licensed entity under applicable state law in the case of a charity or non-profit organization) 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.

**FIDUCIARY ACCOUNTS.** If Your Account is established as a fiduciary Account, You warrant that You are authorized to open a fiduciary Account and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. Fiduciary Accounts may be subject to the laws of the state whose law governs the applicable fiduciary relationship (for example, a guardianship, estate, or conservatorship), which may not be the same as the laws of the Commonwealth of Pennsylvania. You are solely responsible for ensuring that opening and maintaining the Account complies with all such applicable laws. In no event will the Credit Union be liable for the actions of the fiduciary and/or obligated to ensure that the fiduciary's actions are in accordance with any instructions that have been provided to them. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**DISPUTE RESOLUTION-MANDATORY ARBITRATION.** Read this provision carefully as it will have a substantial impact on how legal claims You and We have against each other will be resolved. Except as expressly provided herein, any controversy, dispute or claim ("Claim") arising out of or relating to this Agreement, Your Account, and/or the relationships of the parties hereto shall be resolved or otherwise settled by binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed. Such arbitration shall take place in Chester County, Pennsylvania. The arbitrator's decision shall be final, binding and non-appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. This mandatory arbitration provision shall survive the closing of Your Account and/or membership and the termination of this Agreement. No provision of this Agreement, nor the exercise of any right under this Agreement, shall waive the arbitration requirement.

Notwithstanding anything contained herein to the contrary, the arbitration shall not limit the right of either party to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust or applicable law; or (4) proceed with collection of amounts owed by You to Us in connection with this Agreement through all other legal methods, including but not limited to, proceeding to court

to obtain judgment. Additionally, notwithstanding the foregoing, this Section is not intended to apply to Claims arising in connection with Our extensions of consumer credit to "covered borrowers" as such term is defined in the Military Lending Act, or a consumer credit transaction secured by Your dwelling – including a home equity line of credit secured by Your principal dwelling.

To the extent a court has jurisdiction as explicitly agreed to in this Section, the court with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH AN ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.**

**CLASS ACTION WAIVER.** Any Claim against Us must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective representative, multiple plaintiffs or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain a Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the courts with exclusive jurisdiction shall be the Court of Common Pleas located in Chester County, Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH AN ARBITRATION. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION PROCEEDING.**

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. This includes, without limitation, deposits made through remote or electronic channels that We determine, in Our discretion, to present fraud risk, duplicate presentment risk, incomplete image quality, or other irregularities. Checks drawn on, or payable through or at, a banking office located outside the United States may be subject to collection fees and We may delay the availability of those funds for any period of time We choose. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day. We may refuse, delay, or place extended holds on deposits made through electronic, mobile, remote, or other digital channels if We determine, in Our sole discretion, that such deposits present fraud risk, duplicate presentment risk, incomplete or poor image quality, or other irregularities. We may also require additional verification or documentation before accepting or crediting such deposits.

**INSTRUCTIONS.** You may provide deposit, withdrawal or transfer instructions to Us orally, by telephone, in person, in writing, through an Automated Teller Machine (ATM), point of sale terminal, computer terminal, internet enabled device or any other method authorized and provided by Us. Instructions are subject to verification by Us, and upon Our request, Account Owners will provide Us with confirmation of such instructions. We may use official records and periodic statements in the verification process. We may also refuse to process any transaction until any required verification is received by Us and meets with Our satisfaction. Completion of the deposit, withdrawal or transfer transaction constitutes Our acceptance and Your authorization of such transaction(s). If there is more than one Owner on an Account, We may, at Our option, honor instructions from any Owners of the Account. Instructions provided through authenticated electronic or digital channels We make available shall have the same force and effect as written instructions bearing Your signature, to the extent permitted by applicable law.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement

## ACCOUNT AGREEMENT (continued)

in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. You acknowledge that We may utilize third-party processors, correspondent institutions, clearing houses, image-exchange networks, and other intermediaries in the collection and processing of items, and We will not be liable for losses or delays caused by the actions or omissions of such intermediaries, provided We have acted in good faith and with ordinary care. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day based solely on an order of Our choosing, subject to the available funds in that Account. All of which means that the items may not be processed in the order in which they were written or presented and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**NO SIGHT REVIEW OF DRAWER SIGNATURE.** The Credit Union pays items on an automated basis and as a result, reserves the right not to conduct a sight review of drawer signatures. To the extent permitted by law, You agree that We do not fail to exercise ordinary care in paying an item solely because the Credit Union's procedures: (a) do not provide for sight review; or (b) only provide for sight review on a threshold-level or sample basis. You authorize Us to accept Your facsimile signatures on any Check and agree that Your facsimile signature will have the same legal force and effect as Your original signature. You assume any risk that may be associated with permitting Us to accept Your facsimile signature.

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from any and all Accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account, provided You have enough available funds in such Accounts, to cover any overdraft. If You have a line of credit or other overdraft service with Us, transfers will be made from the services and/or Accounts in the order that You have indicated to Us for clearing any such overdraft(s), subject to Your available credit and/or any other preset limit. Any overdraft transfers from Your Savings Account or line of credit may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**OVERDRAFTS.** To the extent permitted by law and applicable Credit Union policies, You understand and agree that We may, from time to time and at Our sole discretion, pay certain items in order to cover an overdraft, and charge You a fee for doing so. Overdrafts caused by Point of Sale (POS) transactions can only be paid if You have affirmatively opted in to have these transactions paid. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any items that would overdraw Your checking Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your Account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for 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 New York as provided by the operating rules of the National

Automated Clearing House Association, which are applicable to ACH transactions involving Your Account.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT.** If We are served with a subpoena, restraining order, writ of execution, levy, garnishment or similar order relating to Your Account ("legal action"), We will comply with that legal action. We may freeze the assets in Your Account, or any Account on which You are an owner, and not allow payments out of the Account until a final court determination is made regarding the legal action. We may do these things even if the legal action does not involve all Account owners, and without notice to You. If this occurs, We will not have any liability to You if there are insufficient funds to pay loans or other items because We have withdrawn or otherwise restricted access to Your funds in accordance with the legal action. You will be charged a fee for any legal services, costs or other expenses that We incur as a result of any attachment, garnishment or levy against Your Account. You will promptly reimburse Us for such legal services, costs or expenses, or We may charge the fee to Your Account. We may comply with any legal process, including levies, garnishments, attachment orders, child-support orders, or similar process issued by a court or governmental agency having jurisdiction over the Credit Union and We may rely on the validity and enforceability of such process without further investigation. You are responsible for any fees or losses resulting from such legal process as permitted by applicable law.

**INACTIVE OR DORMANT ACCOUNTS.** Inactive Accounts (Accounts with no withdrawal or deposit activity for a 12 consecutive month period) may be subject to an Inactive Account Fee. We are required by applicable unclaimed-property law to report and remit funds in Accounts that have been inactive for the period provided in any applicable law. The applicable law is generally the law of the state of Your last known address on Our records, which may differ from Pennsylvania law. Once funds are remitted, You must file a claim with that state to recover them. We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with applicable state law. Additional fees will be charged for escheatment of the funds, and costs associated with endeavoring to locate the Account Owner(s).

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**CREDIT REPORTING NOTICE.** We may report information about Your Account to credit bureaus. Late payments, missed payments, or other defaults on Your Account may be reflected in Your credit report.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. You also agree to maintain at least one share (\$1.00) on deposit with Us at all times. If Your total Account balances fall below \$1.00, the total balances must be restored to at least \$1.00 within forty-five (45) days, otherwise the Accounts will be closed and Your Credit Union membership terminated. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**AVAILABILITY AND SUSPENSION OF SERVICES.** All members of the Credit Union may vote in the annual election and are eligible to open a savings Account. We are not obligated to provide You with any other service or benefits. All services and benefits are provided solely at Our discretion to members in good standing, and We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You. Account services are available to those members in good standing with the Credit Union. We reserve the right, subject to applicable law, to cancel or suspend services, and We may do so without prior notice, to a member who is not in good standing, which includes but is not limited to, members that have: (a) a delinquent loan; (b) a savings balance below the \$1.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union, regardless of the cause; (g) acted in an abusive, harassing or discriminatory manner towards any Credit Union employee or agent, or who otherwise abuse their Credit Union privileges; or (h) committed or attempted to commit fraud. The decision to reinstate an Account or any services, rests with the Credit Union and will be made at their sole discretion.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

## ACCOUNT AGREEMENT (continued)

**AGREEMENTS AND DISCLOSURES.** The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement, contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law. Any notice We provide is effective when delivered or made available in accordance with applicable law, regardless of the state in which You reside or whether You review such notice.

**STOP PAYMENTS.** A stop payment order may be given to Us orally, in writing, or through any authenticated electronic or digital channel We make available for that purpose. If You call Us, We may also require You to put Your request in writing and provide it to Us within 14 days of Your call. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

**CHECKS AND OTHER ACCOUNT ACCESS DEVICES.** Any Check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT CHECKS.** You understand that postdating a Check will have no effect on whether or not it is honored prior to or after the date of any such Check. A stale Check is any Check received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Check, or other item presented for payment on Your Account without any liability.

**CHECK SAFEKEEPING.** Check Safekeeping is automatic on Your Account and, unless You specifically request otherwise and agree to pay any associated fees, Your cancelled Checks will not be returned to You. You understand that cancelled Checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a Check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Check.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. We will send all statements, notices and any other information pertaining to Your Account to the address of the owner whose name appears first on the Account, which address will be registered with Us. An alternate address may be provided for statements, only. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**CONTACT METHODS.** To the extent permitted by law, You agree that We may contact You for any reason, including the collection of a debt or overdrawn deposit Account. You further agree that We may contact You at any telephone number (including Your place of employment) that You have provided to Us, whether now or in the future, and any other telephone number that We obtain on Our own accord. By providing any telephone number, You certify that You are the subscriber or customary user of that number and that You consent to communications to such number in accordance with applicable federal and state law, including the Telephone Consumer Protection Act. You agree to notify Us promptly if any number You provide is reassigned, ported, or no longer associated with You.

**ELECTRONIC COMMUNICATIONS.** By applying for membership in the Credit Union, You authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or certificate Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other Accounts You may maintain with Us from time to time including, but not limited to, loan Accounts, credit line Accounts, and credit card Accounts. These electronic communications are

sometimes referred to as "transactional or relationship messages." We will not impose additional fees solely for delivering legally required disclosures to You electronically instead of by mail, but You remain responsible for any charges imposed by Your service providers.

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

**ACCOUNT CLOSURE.** Any Account owner may close an Account by furnishing written notice to Us in a form that is acceptable to Us. Such notice must be received within a reasonable timeframe so as to afford Us the opportunity, in the ordinary course of business, to close the identified Account. If Your Account is owned by more than one Account Owner, You agree that the subject Account may be closed by any single Owner without the consent of the other Account Owners, and the Credit Union shall incur no liability whatsoever for adhering to this process. Furthermore, subject to Our By-laws and/or applicable Rules and Regulations We may close any Account We choose, and any Member with any credit Accounts or other indebtedness owed to the Credit Union will remain liable to Us for all such debts, until fully repaid in accordance with the terms and conditions of the underlying agreements that form the basis for said debt, notwithstanding the close of any or all share Accounts. The aforesaid notwithstanding, the Credit Union will deem Your Account closed, if during any 90-consecutive day period, Your Account balance is zero.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If Your Account is an organizational, partnership or corporate Account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that the organization itself, and any natural person owners or members whose membership is necessary to qualify the organization, be eligible for membership in accordance with Our Charter, Bylaws, and applicable law.

**CLAIM OF LOSS.** If You assert a claim for a credit or refund because of a forgery, alteration or any other unauthorized withdrawal or debit, You agree to cooperate with the investigation of the loss, including providing Us with an affidavit. You will notify applicable law enforcement authorities of any criminal act related to such forgery, alteration or unauthorized withdrawal or debit, including lost, missing or stolen checks, ATM and Debit Cards. You agree that We will have a reasonable time to conduct an investigation, and unless We have acted in bad faith, We will not be liable for any special, consequential or punitive damages, including loss of profits, opportunity, or for attorneys' fees You incur. You agree that You will not waive any rights You have to recover Your loss against anyone who is obligated to repay, insure or otherwise reimburse You for Your loss. You will pursue Your rights, and at Our option, assign them to Us. Our liability will be reduced by the amount You recover, or are entitled to recover, from any other sources.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. A change in Your physical address or state of residence may affect Your eligibility for certain products or services, including those limited to particular geographic areas or programs, and may require Us to update the way We service Your Account in order to comply with applicable law and Our field of membership. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**SECURITY OF ACCOUNT NUMBERS, PINS AND PASSWORDS.** In order to reduce or eliminate Your potential liability, You are encouraged to refrain from

## ACCOUNT AGREEMENT (continued)

disclosing Your Account numbers, Personal Identification Numbers (PINs) and Passwords. If You furnish Your Account and/or PIN number or access device and grant actual authority to another person to make withdrawals and/or transfers, that authority is unlimited (even if such authority is exceeded), and You will be liable for any withdrawals and/or transfers, unless and until We have been notified that You have rescinded Your authority, at which time such person may no longer make withdrawals and/or transfers from Your Account. For additional information, refer to the section of these Agreements and Disclosures that apply to the type of access device involved.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**ACCOUNT ACTIVITY.** You may use Your Account and any Account access device for any lawful purpose, and agree not to use Your Account and/or any Account access device for illegal transactions. Should You use Your Account for such a transaction, then You agree not to seek any form of legal redress against Us, regardless of the legal theory for which it is based. You understand that We may terminate Your Account, or the right to use any access device or cancel this Agreement, at any time upon written notice. For example, We may exercise Our right to terminate if You use Your Account or any Account access device for an illegal or unlawful purpose.

**INDEMNITY.** You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements And Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You

shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives. This indemnification includes, without limitation, losses arising from Your failure to comply with the laws of any state in which You reside or the conduct of transactions affecting Your Account.

**GOVERNING LAW.** This Agreement, and Your Accounts and services with Us, shall be governed by the laws of the Commonwealth of Pennsylvania, applicable federal law, and, with respect to accounts held by You in a state other than the state of Pennsylvania, the laws of Your state of residence to the extent that such laws impose requirements that supersede the laws of the Commonwealth of Pennsylvania or controlling federal law.

Electronic transactions may be subject to mandatory privacy, security, or data-protection requirements imposed by the state in which You reside. We will handle Your information in accordance with federal law, Our Privacy Policy, and any non-waivable state privacy laws applicable to You.

**SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable under the law of any jurisdiction applicable to a member or transaction, that finding will not affect the enforceability of any other provision or the enforceability of the provision in other jurisdictions or circumstances.

## ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

### SPECIFIC TERMS APPLICABLE TO YOUR STAR SAVINGS ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$1.00. You must maintain a minimum daily balance of \$1.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

**Transaction Limitations.** During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party.

### SPECIFIC TERMS APPLICABLE TO YOUR CITADEL FREE CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR CITADEL CASHBACK REWARDS CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** You must maintain a minimum daily balance of \$5,000.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$5,000.00 in Your Account during each dividend period, or have a monthly direct deposit of a minimum of \$1,000.00 to Your Account, in order to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR CITADEL STAR CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** You must maintain a minimum daily balance of \$2,500.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$500.00 in Your Account during each dividend period, or maintain a household relationship of \$10,000.00 [combined total of the average daily balance for the dividend period for each of Your deposit Accounts plus the outstanding Account balance as of the end of each dividend period for each of Your loan Accounts], in order to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR CITADEL STAR PREMIERE CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** You must maintain a minimum daily balance of \$5,000.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$5,000.00 in Your Account during each dividend period, or maintain a household relationship of \$25,000.00 [combined total of the average daily balance for the dividend period for each of Your deposit Accounts plus the outstanding Account balance as of the end of each dividend period for each of Your loan Accounts], in order to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR CITADEL ULTIMATE GROWTH CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

## ACCOUNT DISCLOSURES (continued)

**Minimum Balance Requirements.** In order to obtain the disclosed annual percentage yield, You must have maintained a three-month average daily balance of at least \$5,000.00, which is calculated at the beginning of each month. For more information, refer to Our online rate sheet by clicking the link shown above in the section "Tiered Variable Rate Information."

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR AUXILIARY SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Transaction Limitations.** During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party.

### SPECIFIC TERMS APPLICABLE TO YOUR HOLIDAY CLUB ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Transaction Limitations.** On October 1 of each year, the funds in Your Account will be transferred to Your Share Savings Account that You have with Us. Any other withdrawal of any of the funds in Your Account will cause Your Account to be subject to closure.

### SPECIFIC TERMS APPLICABLE TO YOUR HIGH YIELD SAVINGS ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** You must maintain a daily balance of at least \$5,000.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

**Transaction Limitations.** During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party.

### SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** You must maintain a minimum daily balance of \$2,500.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements. You must maintain an average daily balance of \$2,500.00 in Your Account during each dividend period in order to avoid a fee.

**Transaction Limitations.** During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party.

### SPECIFIC TERMS APPLICABLE TO YOUR CERTIFICATE ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate at the time the certificate is established. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$500.00. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account to obtain the disclosed

annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits prior to maturity.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal before the maturity date. For terms less than or equal to one year the penalty imposed will be equal to 90 days' dividends. For terms greater than one year and less than three years the penalty imposed will be equal to 180 days' dividends. For terms equal to or greater than three years the penalty imposed will be equal to 365 days' dividends. The penalty is calculated as a forfeiture of the dividends that have been or would be earned on the amount of the principal withdrawn, regardless of whether the dividends have actually been earned. If the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

**Maturity Date.** Your Account will mature after the term indicated in the separate writing which We have included with and made a part of this Disclosure.

**Renewal Policies.** Your Account will automatically renew at maturity. You will have a grace period of 10 calendar days following maturity to make withdrawals from or deposits into Your Account.

To the extent required by applicable law, We will provide You with advance notice of the date the existing Account matures and the new maturity date if renewed, the dividend rate and corresponding APY for the new Account if they are known (or a statement indicating that those rates have not yet been determined, the date when they will be determined, and a telephone number You may call to obtain the dividend rate and corresponding APY that will be paid for the renewed Account), and any difference in the terms of the renewed Account as compared to that previously disclosed for the existing Account.

### SPECIFIC TERMS APPLICABLE TO YOUR BUMP-UP CERTIFICATE ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate at the time the certificate is established. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

During the term of Your Bump Up Certificate account, You may request a dividend rate increase one time. The new rate will be the rate currently in effect for accounts of this type with the same term. If a Bump Up Certificate is not currently being offered, the rate increase will be determined by the term closest to (but shorter) than the term of Your Bump Up certificate. The new rate will be effective on the day You make the request, until the maturity date. Your maturity date will not be extended when You make a request for Your one-time rate increase.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$500.00. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits prior to maturity.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal before the maturity date. For terms less than or equal to one year the penalty imposed will be equal to 90 days' dividends. For terms greater than one year and less than three years the penalty imposed will be equal to 180 days' dividends. For terms equal to or greater than three years the penalty imposed will be equal to 365 days' dividends. The penalty is calculated as a forfeiture of the dividends that have been or would be earned on the amount of the principal withdrawn, regardless of whether the dividends have actually been earned. If the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

**Maturity Date.** Your Account will mature after the term indicated in the separate writing which We have included with and made a part of this Disclosure. Your maturity date will not be extended when You make a request for Your one-time rate increase.

**Renewal Policies.** Your Account will automatically renew at maturity. You will have a grace period of 10 calendar days following maturity to make withdrawals from or deposits into Your Account.

To the extent required by applicable law, We will provide You with advance notice of the date the existing Account matures and the new maturity date if renewed, the dividend rate and corresponding APY for the new Account if they are known (or a statement indicating that those rates have not yet been determined, the date when they will be determined, and a telephone number You may call to obtain the dividend

## ACCOUNT DISCLOSURES (continued)

rate and corresponding APY that will be paid for the renewed Account); and any difference in the terms of the renewed Account as compared to that previously disclosed for the existing Account.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$100.00. You must maintain a minimum daily balance of \$100.00 in Your Account each day to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

**Transaction Limitations.** Individual Retirement Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA CERTIFICATE ACCOUNT(S)

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$500.00. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

**Transaction Limitations.** Once Your Account is established, You may not make any withdrawals from or additional deposits to Your Account prior to maturity. Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal before the maturity date. For terms less than or equal to one year the penalty imposed will be equal to 90 days' dividends. For terms greater than one year and less than three years the penalty imposed will be equal to 180 days' dividends. For terms equal to or greater than three years the penalty imposed will be equal to 365 days' dividends. The penalty is calculated as a forfeiture of the dividends that have been or would be earned on the amount of the principal withdrawn, regardless of whether the dividends have actually been earned. If the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

**Maturity Date.** Your Account will mature after the term indicated in the separate writing which We have included with and made a part of this Disclosure.

**Renewal Policies.** Your Account will automatically renew at maturity. You will have a grace period of 10 calendar days following maturity to make withdrawals from or deposits into Your Account.

To the extent required by applicable law, We will provide You with advance notice of the date the existing Account matures and the new maturity date if renewed, the dividend rate and corresponding APY for the new Account if they are known (or a statement indicating that those rates have not yet been determined, the date when they will be determined, and a telephone number You may call to obtain the dividend rate and corresponding APY that will be paid for the renewed Account), and any difference in the terms of the renewed Account as compared to that previously disclosed for the existing Account.

### SPECIFIC TERMS APPLICABLE TO YOUR BUMP-UP IRA CERTIFICATE ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate at the time the certificate is established. For the current dividend rate and corresponding APY, refer to Our online rate sheet at <https://www.citadelbanking.com/ratesheet>.

During the term of Your Bump Up Certificate account, You may request an dividend rate increase one time. The new rate will be the rate currently in effect for accounts of this type with the same term. If a Bump Up Certificate is not currently being offered, the rate increase will be determined by the term closest to (but shorter) than the term of Your Bump Up certificate. The new rate will be effective on the day You make the request, until the maturity date. Your maturity date will not be extended when You make a request for Your one-time rate increase.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$500.00. You must maintain a minimum daily balance equal to the minimum balance required to open Your Account to obtain the disclosed annual percentage yield. You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum daily balance requirements.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits prior to maturity. Individual Retirement Accounts (IRAs) are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal before the maturity date. For terms less than or equal to one year the penalty imposed will be equal to 90 days' dividends. For terms greater than one year and less than three years the penalty imposed will be equal to 180 days' dividends. For terms equal to or greater than three years the penalty imposed will be equal to 365 days' dividends. The penalty is calculated as a forfeiture of the dividends that have been or would be earned on the amount of the principal withdrawn, regardless of whether the dividends have actually been earned. If the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

**Maturity Date.** Your Account will mature after the term indicated in the separate writing which We have included with and made a part of this Disclosure. Your maturity date will not be extended when You make a request for Your one-time rate increase.

**Renewal Policies.** Your Account will automatically renew at maturity. You will have a grace period of 10 calendar days following maturity to make withdrawals from or deposits into Your Account.

To the extent required by applicable law, We will provide You with advance notice of the date the existing Account matures and the new maturity date if renewed, the dividend rate and corresponding APY for the new Account if they are known (or a statement indicating that those rates have not yet been determined, the date when they will be determined, and a telephone number You may call to obtain the dividend rate and corresponding APY that will be paid for the renewed Account); and any difference in the terms of the renewed Account as compared to that previously disclosed for the existing Account.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$1.00. If the balance in Your Share Savings Account drops below the par value of one share (\$1.00) for a period of 90 days, We may, at Our option, close Your Account.

**Nonsufficient Funds Returns.** Any Check or pre-authorized transfer, or transaction made through the use of Your ATM or Debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

**Overdraft Balance Calculation.** When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into Account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment together with such checks that are returned unpaid and subsequently represented for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits) and all reinitiated electronic fund transfer (EFT) debit transactions (such as preauthorized payments), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled) and all Credit Union fees and charges. As noted above, these examples are not an exhaustive list and should not be construed as such. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance

## ACCOUNT DISCLOSURES (continued)

for overdraft purposes. Each debit transaction that We process when Your Account has, or will have, a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

**Variable Rate Information.** For all dividend-bearing Accounts (except Certificate Accounts), the dividend rate and APY may change every dividend period based on the determination of the Credit Union Board of Directors.

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

**Withdrawal of Dividends Prior to Maturity.** For Certificate Accounts, the Annual Percentage Yield assumes that Dividends remain on deposit until maturity. A withdrawal will reduce earnings.

**Additional Transaction Limitations.** The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

**Compounding and Crediting.** For all dividend-bearing Accounts, the dividend period is monthly and dividends will be compounded and credited monthly. For all Accounts, You will receive any accrued dividends if You close Your Account prior to the crediting of those dividends.

**Balance Computation Method.** For dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in Your Account each day.

**Accrual on Non-cash Deposits.** For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place non-cash items (e.g. checks) into Your Account.

**Fees and Charges.** Any Fees and Charges applicable to Your Account are disclosed in Our online fees schedule at <https://www.citadelbanking.com/fees>.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL DISCLOSURE STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE (ATM) CARD, DEBIT CARD, BILL PAYER AND OUR INTERNET ACCOUNT ACCESS SYSTEM (ONLINE/MOBILE BANKING), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR PASSWORD, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY (E-CHECK). PLEASE BE CERTAIN TO READ THIS AGREEMENT AND DISCLOSURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

**AUTOMATED TELLER MACHINE (ATM) CARD, DEBIT CARD, BANK-BY-PHONE, ONLINE/MOBILE BANKING AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to, the following: (a) Your ATM Card at any authorized Automated Teller Machine (ATM) in conjunction with Your PIN; (b) Your Debit Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Debit Card; (c) Our Bank-By-Phone Audio Response system; (d) Our Online/Mobile Banking Internet Account Access system; and (e) any check which You authorize the payee to process electronically.

An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Card, Debit Card, E-Check, Bank-By-Phone, Our Online/Mobile Banking system or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; and (b) that We may follow all instructions given to machines. Each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your Share Savings or Checking Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share Savings Account in any order We determine; (2) We cannot honor stop payment requests on ATM, Debit Card, and POS withdrawals. You may use other Electronic Fund Transfer services which may include: (a) pre-authorized deposits of Your net paycheck; (b) automatic payroll deductions; (c) pre-authorized deposits of pension checks and other recurring payments or deposits; (d) pre-authorized transfers; and (e) overdraft transfers.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your Share Savings and/or Checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**JOINT ACCOUNTS.** If this is a joint Account, You agree to be jointly and severally liable under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Citadel Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND PASSWORDS.** You must select or otherwise choose Personal Identification Numbers (PINs) to be

used in conjunction with ATM Card and Debit Card transactions and a password to be used in conjunction with Online/Mobile Banking transactions. Your use of Your PIN or Password is Your authorization to Us to withdraw funds from Your Share Savings Account or Your Checking Account to cover such transactions.

### TYPES AND LIMITATIONS OF SERVICES

**ATM CARD TRANSACTIONS.** You may use Your ATM Card in conjunction with Your PIN in ATM machines or such other facilities as We may designate. At the present time, You may make the following types of transactions: (a) withdraw cash from Your Share Savings and Your Checking Accounts; (b) transfer funds between Your Share Savings and Your Checking Accounts; and (c) learn the balances in Your Share Savings and Your Checking Accounts that You have with Us. You may also make cash and check deposits in ATMs owned and operated by the Credit Union that are capable of accepting deposits. We do not allow deposits to be made at ATMs not owned and operated by the Credit Union. You may also use Your Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Accounts to cover those and any other transactions that You make provided You have available funds or available credit.

ATM withdrawals from Your Share Savings Account and/or Your Checking Account that You may have with Us may be made up to a maximum daily amount (Share Savings and Checking combined) of \$600.00, provided You have enough money in Your Accounts. Point of Sale ("POS") withdrawals from Your Checking Account may be made up to a maximum daily amount of \$500.00, provided You have available funds in Your Account(s).

Security limitations exist and for security reasons it is essential to maintain the confidentiality of certain details. For security reasons, there are additional limits on transactions (e.g. daily and/or periodic number, daily and/or periodic amount, category or type, and geographic location of the transaction's origin or merchant).

**DEBIT CARD TRANSACTIONS.** You may use Your Debit Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to withdraw cash from Your deposit Accounts. You may also make cash and check deposits in ATMs owned and operated by the Credit Union that are capable of accepting deposits. We do not allow deposits to be made at ATMs not owned and operated by the Credit Union. You may also use Your Debit Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Accounts to cover those and any other transactions that You make provided You have available funds or available credit.

ATM withdrawals from Your Share Savings Account and/or Your Checking Account that You may have with Us may be made up to a maximum daily amount (Share Savings and Checking combined) of \$600.00, provided You have enough money in Your Accounts. Debit transactions may be made up to a maximum daily amount of \$3,500.00 provided You have available funds in Your Account, and provided such transactions are processed through the MasterCard processing system.

Security limitations exist and for security reasons it is essential to maintain the confidentiality of certain details. For security reasons, there are additional limits on

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

transactions (e.g. daily and/or periodic number, daily and/or periodic amount, category or type, and geographic location of the transaction's origin or merchant).

**ONLINE/MOBILE BANKING TRANSACTIONS.** At the present time, You may use Our Online/Mobile Banking system via a personal computer and/or internet enabled mobile computing device (e.g. smartphone or tablet) for the following services: (a) make inquiries about Your Share Savings, Checking, Line of Credit, Loan Accounts or Certificates with the Credit Union; (b) make transfers of funds to and from Your Share Savings, Checking and Line of Credit Accounts; (c) make Teller Check withdrawals from Your Share Savings or Checking Accounts; (d) access Our Bill Payer Service; (e) make loan payments; (f) request a stop payment; and (g) notify Us of an address change.

You may use Our Bill Payer system via a personal computer and/or internet enabled mobile computing device (e.g. smartphone or tablet) in conjunction with the Online/Mobile Banking system to issue payments to third parties on Your behalf. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of the Online Bill Payer system will be made by check or by electronic fund transfer and may take as long as six (6) business days to be sent to each payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges against You.

You may also use the Online/Mobile platform to deposit checks into Your share and checking Account(s) You have with Us by using an internet enabled mobile computing device (e.g. smartphone or tablet), an imaging application/device, special software and an Access Code and/or User ID. You understand and agree that the remote deposit of Items into Your deposit Accounts with Us through use of remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of Items into Your designated deposit Accounts with Us are instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal Government or other payor), You can call Us at (610) 380-6000 or (800) 666-0191 or You can write to Us at 520 Eagleview Boulevard, Exton, PA 19341, to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at (610) 380-6000 or (800) 666-0191 or write Us at 520 Eagleview Boulevard, Exton, PA 19341, in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your Account in automatic Account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for Online/Mobile Banking, mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other

types of electronic transactions, including automatic transfers, on Our Fee Schedule. We will provide the Fee Schedule when You open Your Account with Us, or before You make the first electronic fund transfer on Your Account. Additional fee schedules are available at any of Our office locations and on Our website. 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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; (j) the Debit Card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network; and (k) failures, interruptions, or errors caused by third-party service providers, payments networks, correspondent institutions, or telecommunications providers on which We reasonably rely and which are outside Our control.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (610) 380-6000 or (800) 666-0191 or write Us at 520 Eagleview Boulevard, Exton, PA 19341, if You believe Your Card, PIN or Password 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 of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell Us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission.

If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00.

Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You may not get back any money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

**Exception:** You will have no liability for unauthorized use of Your Debit Card as long as You report the loss or theft of Your Debit Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized Debit Card transactions, Your liability for unauthorized use will not exceed \$50.00. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Debit Card.**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at (610) 380-6000 or (800) 666-0191 or write Us at 520 Eagleview Boulevard, Exton, PA 19341, as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 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. 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

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Password or any combination thereof, You will call Us at (610) 380-6000 or (800) 666-0191. You may also write to Us at 520 Eagleview Boulevard, Exton, PA 19341 to report the loss of a Card, PIN, Password, or any combination thereof; or report such loss electronically using Online/Mobile Banking. 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.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance You will be charged 9/10ths of 1.00% calculated on the final settlement amount for transactions

that are initiated in foreign countries, and if Your transaction is also initiated in a foreign currency You will be charged an additional 2/10ths of 1.00% calculated on the final converted settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Password or cancel this Agreement at any time upon written notice. For example, We may exercise Our right to terminate a service due to its inactivity. You may request termination of these services in writing, or in person at one of Our branches.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws are inconsistent with controlling federal law.

### FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW DEPOSITS OF CASH AND CHECKS DRAWN ON, OR PAYABLE THROUGH OR AT, A BANKING OFFICE LOCATED IN THE UNITED STATES, FROM TRANSACTION ACCOUNTS AT CITADEL FEDERAL CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE DISCLOSURES THAT DESCRIBE THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE AND/OR ANY MEMBERSHIP APPLICATION(S) WE REQUIRE FOR ADDITIONAL INFORMATION.**

**Your Ability to Withdraw Funds.** Our policy is to delay the availability of funds from Your cash and 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. This Funds Availability Policy is provided to You pursuant to federal law.

**Determining the Availability of a Deposit.** The length of the delay is counted in business days. Every day is a business except Saturdays, Sundays and federal holidays. If You make a deposit on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open.

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

#### Same-Day Availability

Funds from electronic direct deposits are available on the day We receive the deposit.

Funds from the following deposits are available on the business day We receive the deposit:

- Wire Transfers.
- Cash.

If You make the deposit in person to one of Our employees, funds from the following deposits are also available on the business day We receive the deposit:

- U.S. Treasury checks that are payable to You.
- Checks drawn on Us.
- 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 2nd business day after the day We receive Your deposit.

#### Other Check Deposits

The first \$1,000.00 of other check deposits will be available on the business day of Your deposit. The remaining funds will be available on the 2nd business day after the day of Your deposit. For example, if You deposit a check of \$1,200.00 on a Monday, \$1,000.00 of the deposit is available on Monday. The remaining \$200.00 is available on Wednesday.

**Longer Delays may Apply.** We may delay Your ability to withdraw funds deposited by check into Your Account an additional number of days for the following reasons:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn Your Account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the 7th business day after the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from electronic direct deposits will be available on the day We receive the deposit. Funds from deposits of cash and wire transfers will be available on the business day We receive the deposit. The first \$6,725.00 of a day's total deposits of cashier's, certified, tellers, and federal, state, and local government checks will be available on the 1st business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$6,725.00 will not be available until the 5th business day after the day of Your deposit. Funds from all other check deposits will be available on the 5th business day after the day of Your deposit. Further delays may apply.

**ATM Deposits.** For deposits made at ATMs owned and operated by the Credit Union (and capable of accepting deposits), deposits will become available for withdrawal on the 2nd business day following the day of deposit. We do not allow deposits to be made at ATMs not owned and operated by the Credit Union. All ATMs that We own or operate are marked with Our logo and are located at Our offices.

**Dividend Payment Policy.** See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

## SUBSTITUTE SHARE DRAFTS AND YOUR RIGHTS

**THIS IS YOUR SUBSTITUTE SHARE DRAFT POLICY DISCLOSURE AND INSTRUCTIONS. IT CONTAINS IMPORTANT INFORMATION CONCERNING OUR SUBSTITUTE SHARE DRAFT POLICY AND NECESSARY DISCLOSURES AS REQUIRED BY THE CHECK CLEARING FOR THE 21st CENTURY ACT (12 CFR 229 ET SEQ) AND SPECIAL INSTRUCTIONS REGARDING YOUR RIGHT TO FILE FOR AN EXPEDITED REFUND. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

### What is a substitute share draft?

To make share draft processing faster, federal law permits banks to replace original share drafts with "substitute share drafts." These share drafts are similar in size to original share drafts with a slightly reduced image of the front and back of the original share draft. The front of a substitute share draft 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 share draft as proof of payment just like the original share draft.

Some or all of the share drafts that You receive back from Us may be substitute share drafts. This notice describes rights You have when You receive substitute share drafts from Us. The rights in this notice do not apply to original share drafts 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 share drafts?

In certain cases, federal law provides a special procedure that allows You to request a refund for losses You suffer if a substitute share draft 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 share draft). 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 share draft fees).

The amount of Your refund under this procedure is limited to the amount of Your loss or the amount of the substitute share draft, 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 share draft, You may be able to recover additional amounts under other law.

If You use this procedure, You may receive up to \$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) not 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 share draft 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 share draft that You received and that was posted to Your Account, please contact Us by telephone at the number shown herein, or write to Us at the address shown herein, or e-mail Us at the e-mail 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 share draft in question or the Account statement showing that the substitute share draft was posted to Your Account, 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 share draft You received is insufficient to confirm that You suffered a loss; and
- A copy of the substitute share draft and/or the following information to help Us identify the substitute share draft: the share draft number, the name of the person to whom You wrote the share draft, the amount of the share draft.

## WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A TRANSFER OF FUNDS FROM OR TO YOUR SAVINGS OR CHECKING ACCOUNTS ("ACCOUNT") WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR MEMBERSHIP APPLICATION WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another Account You have with Us, to any other financial institution, or to a third party or Account of a third party maintained with Us or any other financial institution. Except as provided by applicable law, there are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your Membership Application are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your Membership Application. For confirmation purposes, We may call any party designated in Your Membership Application. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your Membership Application designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your Membership Application. All modifications or additions to Your Membership Application must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your Accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or Account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or Account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person

## WIRE TRANSFER AGREEMENT (continued)

different from the named beneficiary based upon the beneficiary's identifying or Account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) only individuals named in Your Membership Application shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your Membership Application for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your Membership Application. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use

the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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**FACTS**

**WHAT DOES CITADEL FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?**

|   |   |                                    |
|---|---|------------------------------------|
| <b>Why?</b>   | 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.  |                                    |
| <b>What?</b>  | The types of personal information We collect and share depend on the product or service You have with Us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• credit history and credit scores</li> </ul>   |                                    |
| <b>How?</b>   | All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information, the reasons Citadel Federal Credit Union chooses to share, and whether You can limit this sharing.   |                                    |
| <b>Reasons We can share Your personal information</b>   | <b>Does the Credit Union share?</b>   | <b>Can You limit this sharing?</b> |
| <b>For Our everyday business purposes</b> - such as to process Your transactions, maintain Your Account(s), respond to court orders and legal investigations, or report to credit bureaus | <b>YES</b>  | <b>NO</b>                          |
| <b>For Our marketing purposes</b> - to offer Our products and services to You   | <b>YES</b>  | <b>NO</b>                          |
| <b>For joint marketing with other financial companies</b>   | <b>YES</b>  | <b>NO</b>                          |
| <b>For Our affiliates' everyday business purposes</b> - information about Your transactions and experiences   | <b>YES</b>  | <b>NO</b>                          |
| <b>For Our affiliates' everyday business purposes</b> - information about Your creditworthiness   | <b>YES</b>  | <b>YES</b>                         |
| <b>For Our affiliates to market to You</b>  | <b>YES</b>  | <b>YES</b>                         |
| <b>For non-affiliates to market to You</b>  | <b>NO</b>   | <b>WE DON'T SHARE</b>              |
| <b>To limit Our sharing</b>   | <ul style="list-style-type: none"> <li>• Call (800) 666-0191, OR</li> <li>• Mail the form below</li> </ul> Please note:<br>If You are a <i>new</i> member, We can begin sharing Your information 30 days from the date We sent this notice. When You are <i>no longer</i> Our member, We continue to share Your information as described in this notice.<br>However, You can contact Us at any time to limit Our sharing. |                                    |
| <b>Questions?</b>   | Call (800) 666-0191   |                                    |



| Mail-in Form   |  |   |
|--|--|---|
| Mark any/all You want to limit:  |  |   |
| <input type="checkbox"/> Do not share information about my creditworthiness with Your affiliates for their everyday business purposes. |  |   |
| <input type="checkbox"/> Do not allow Your affiliates to use my personal information to market to me.                                  |  |   |
| <b>Name</b>  |  | <b>Mail to:</b><br>Citadel Privacy Notice<br>520 Eagleview Boulevard<br>Exton, PA 19341 |
| <b>Address</b>   |  |   |
| <b>City, State ZIP</b>   |  |   |
| <b>Account Number(s)</b>   |  |   |

| What We do  |   |
|---|---|
| <b>How does Citadel Federal Credit Union protect my personal information?</b>             | 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.   |
| <b>How does Citadel Federal Credit Union collect my personal information?</b>             | <p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> <li>• open an Account or deposit money</li> <li>• pay Your bills or apply for a loan</li> <li>• use Your credit or debit card</li> </ul> <p>We also collect Your personal information from others, such as credit bureaus, affiliates, or others.</p>   |
| <b>Why can't I limit all sharing?</b>   | <p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about Your creditworthiness</li> <li>• affiliates from using Your information to market to You</li> <li>• sharing for non-affiliates to market to You</li> </ul> <p>State laws and individual companies may give You additional rights to limit sharing.</p> |
| <b>What happens when I limit sharing for an Account I hold jointly with someone else?</b> | Your choices will apply to everyone on Your Account.  |

| Definitions            |   |
|------------------------|---|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies, such as Credit Union Lending Systems, Payment Systems For Credit Unions and The Citadel Agency.</i></li> </ul>      |
| <b>Non-Affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Citadel Federal Credit Union does not share with non-affiliates so they can market to You.</i></li> </ul>   |
| <b>Joint Marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to You.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include categories of companies, such as: financial service providers and insurance companies.</i></li> </ul> |